

Agenda Including Addeds

Dearness Home Committee of Management

2nd Meeting of the Dearness Home Committee of Management

February 7, 2023, 2:30 PM

Virtual Meeting

The City of London is situated on the traditional lands of the Anishinaabek (AUh-nish-in-ah-bek), Haudenosaunee (Ho-den-no-show-nee), Lūnaapéewak (Len-ah-pay-wuk) and Attawandaron (Add-a-won-da-run).

We honour and respect the history, languages and culture of the diverse Indigenous people who call this territory home. The City of London is currently home to many First Nations, Metis and Inuit people today.

As representatives of the people of the City of London, we are grateful to have the opportunity to work and live in this territory.

Members

H. McAlister, S. Lehman , E. Pelozza, D.Ferreira, S. Hillier

The City of London is committed to making every effort to provide alternate formats and communication supports for meetings upon request. To make a request specific to this meeting, please contact abush@london.ca

Pages

1. **Call to Order**
 - 1.1 Disclosures of Pecuniary Interest
 - 1.2 Election of Chair and Vice Chair for the term ending November 30, 2023
2. **Consent Items**
 - 2.1 4th Report of the Dearness Home Committee of Management 2
 - 2.2 2019-2023 Long-Term Care Home Service Accountability Agreement Between The Corporation of the City of London (Dearness Home) and Ontario Health, Declaration of Compliance 2022 4
 - 2.3 *(ADDED) Orientation Briefing for DHCM (Overview of Home and Role of Committee)* 64
3. **Items for Discussion**
 - 3.1 Meeting dates for 2023
4. **Deferred Matters/Additional Business**
5. **Adjournment**

Dearness Home Committee of Management Report

4th Meeting of the Dearness Home Committee of Management
December 12, 2022

PRESENT: H. McAlister, S. Lehman , E. Pelozza, D. Ferreira

ABSENT: S. Hillier

ALSO PRESENT: K. Dickins, M. Schulthess

Remote Attendance: A. Hagan, L. Hancock, E. Marion-Bellemare, L. Marshall, B. Westlake-Power

The meeting is called to order at 2:32 PM.

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

1.2 Election of Chair and Vice-Chair

Moved by: S. Lehman

Seconded by: H. McAlister

That Councillor E. Pelozza BE ELECTED as Chair of the Dearness Home Committee of Management, for the current meeting only; it being noted that election of Chair and Vice-Chair will be considered at the next meeting.

Motion Passed

2. Consent Items

2.1 Director's Report to the Committee of Management for the Period August 16, 2022 to November 15, 2022

Moved by: H. McAlister

Seconded by: S. Lehman

That on the recommendation of the director, Long Term Care and with the concurrence of the Deputy City Manager, Social and Health Development, the Director's Report to the Committee of Management for the period August 16, 2022, to November 15, 2022, related to the Dearness Home BE RECEIVED.

Motion Passed

2.2 3rd Report of the Dearness Committee of Management

Moved by: S. Lehman

Seconded by: D. Ferreira

That the Minutes from the 3rd Meeting of the Dearness Home Committee of Management, from its meeting held on September 19, 2022, BE RECEIVED.

Motion Passed

3. Items for Discussion

3.1 Meeting dates for 2023

Moved by: S. Lehman
Seconded by: D. Ferreira

That the next meeting of the committee BE HELD on February 7, 2023 at 2:30 PM; it being noted that the Clerk will bring forward suitable meeting dates for consideration at the next meeting of the committee.

Motion Passed

4. Deferred Matters/Additional Business

None.

5. Adjournment

Moved by: D. Ferreira
Seconded by: S. Lehman

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 3:16 PM.

Report to Dearness Home Committee of Management

To: Chair and Members
Dearness Home Committee of Management

From: Kevin Dickins, Deputy City Manager, Social and Health Development

Subject: 2019-2023 Long-Term Care Home Service Accountability Agreement between the Corporation of the City of London (Dearness Home) and Ontario Health, Declaration of Compliance 2022

Date: February 7, 2023

Recommendation

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home;

- a) the Deputy City Manager, Social and Health Development **BE AUTHORIZED** by the Dearness Home Committee of Management to execute the Declaration of Compliance (substantially Schedule E - form of Compliance Declaration **attached** as Schedule 1) under the Long-Term Care Home Service Accountability Agreement for the reporting period of January 1 to December 31, 2022; and
- b) the Deputy City Manager, Social and Health Development **BE DIRECTED** to advise the Licensee that the Declaration of Compliance has been made.

Executive Summary

It was a requirement of the *Local Health System Integration Act, 2006* that a Local Health Integration Network (LHIN) have a service accountability agreement (SAA) in place with each Health Service Provider (HSP) that it funds. The SAA for the long-term care sector is called the Long-Term Care Home Service Accountability Agreement (L-SAA). On March 26, 2019, Council approved a three year L-SAA agreement with the South West LHIN for the Dearness Home for the period April 1, 2019 to March 31, 2022 attached as Appendix A.

On March 17, 2021, the Honourable Christine Elliott, Deputy Premier and Minister of Health, issued a series of orders transferring the Local Health Integration Networks' (LHINs') health system planning and funding functions to Ontario Health, an agency of the Province. Accordingly, as of April 1, 2021, Ontario Health assumed all rights and obligations in respect of the service accountability agreements entered into by South West LHIN with the Corporation of the City of London. Aside from the assumption of these agreements by Ontario Health, all of their terms and conditions remained the same.

On March 4th 2022, Ontario Health West wrote to the Deputy City Manager, Social and Health Development to provide notice that the 2019-2022 L-SAA would be extended to March 31st, 2023. They also asked that The Corporation of the City of London accept and agree by signing and returning the Extending Letter. Subsequently, on March 22nd 2022, as allowed under Document Execution By-law A-1, the Extending letter was signed by the Deputy Mayor and the City Clerk and returned to Ontario Health West. The letter is attached as Appendix B.

The extended 2019-2023 L-SAA sets out the terms under which Ontario Health will continue to provide funding to the City of London for the delivery of Long Term Care services at Dearness Home. It also confirms the reporting, performance, planning and health system integration obligations that the City must adhere to.

Within the L-SAA is also the requirement that the “Board” (defined in the agreement as the Committee of Management attached) issue a Compliance Declaration. The Form of the Declaration of Compliance follows (and see attached Schedule 1):

The Board has authorized me, by resolution dated [insert date], to declare to you as follows:

After making inquiries of the [insert name and position of person responsible for managing the Home on a day to day basis, e.g. the Chief Executive Office or the Executive Director] and other appropriate officers of the HSP and subject to any exceptions identified on Appendix 1 to this Declaration of Compliance, to the best of the Board's knowledge and belief, the HSP has fulfilled, its obligations under the long-term care service accountability agreement (the "Agreement") in effect during the Applicable Period.

Without limiting the generality of the foregoing, the HSP confirms that

- (i) it has complied with the provisions of the Local Health System Integration Act, 2006 and the Connecting Care Act, 2019 with any compensation restraint legislation which applies to the HSP; and*
- (ii) every Report submitted by the HSP is accurate in all respects and in full compliance with the terms of the Agreement;*

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the Agreement between the LHIN and the HSP effective April 1, 2020.

The declaration is required to be submitted on or before the 1st day of March preceding the end of the reporting period.

The declaration this year will be submitted to Ontario Health.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- 2019-2022 Long-Term Care Home Service Accountability Agreement between the Corporation of the City of London (Dearness Home) and Ontario Health, Declaration of Compliance 2022 (DHCOM February 22, 2022).
- 2019-2022 Long-Term Care Home Service Accountability Agreement between the Corporation of the City of London (Dearness Home) and the South West Local Health Integration Network (LHIN) Declaration of Compliance 2020 (DHCOM February 17, 2021).
- 2019-2022 Long-Term Care Home Service Accountability Agreement between the Corporation of the City of London (Dearness Home) and the South West Local Health Integration Network (LHIN) Declaration of Compliance 2019 (DHCOM February 11, 2020).
- 2019-2022 Service Accountability Agreement Between the Corporation of the City of London (Dearness Home) and the South West Local Health Integration Network (LHIN) (CPSC – March 19, 2019).

2.0 Discussion and Considerations

2.1 Confirmation of Compliance

With respect to compliance with the L-SAA agreement 2019-2023, the Director of Dearness Home has confirmed that during the reporting period, January 1 to December 31, 2022, Dearness Home has complied with all terms of the LSAA agreement.

The Director also confirms that Dearness Home has complied with the provisions of the *Local Health System Integration Act* and the *Connecting Care Act, 2019* with any compensation restraint legislation which applies to the HSP and that every report submitted by the HSP is accurate in all respects and in full compliance with the terms of the extended L-SAA Agreement 2019-2023.

Conclusion

As a result, it is recommended that the Deputy City Manager, Social and Health Development be authorized by the Dearness Home Committee of Management (Board) to execute the Declaration of Compliance for the Dearness Home for Senior Citizens for the period of January 1 to December 31, 2022. It is also recommended that the Deputy City Manager, Social and Health Development be directed to advise the Licensee of the completion of the Declaration of Compliance. The Licensee for the Dearness Home is the Corporation of the City of London. The notice of completion of the Declaration will be provided to City Council, through the Clerk's office.

Submitted by: Leslie Hancock, Director
Recommended by: Kevin Dickins, Deputy City Manager, Social and Health Development

cc. J. Millman, Senior Financial Business Administrator
L. Marshall, Solicitor
J. Wills, Manager, Risk Management

Schedule E – Form of Compliance Declaration

DECLARATION OF COMPLIANCE

Issued pursuant to the Long-Term Care Service Accountability Agreement

To: The Board of Directors of Ontario Health Attn: Board Chair.

From: The Board of Directors (the “Board”) of the The Coporation of the City of London (the “HSP”)

For: Dearness Home for Seniors (the “Home”)

Date: 2/7/2023

Re: January 1, 2022– December 31, 2022 (the “Applicable Period”)

The Board has authorized me, by resolution dated 2/7/2023, to declare to you as follows:

After making inquiries of the Administrator of the Home, Leslie Hancock, and the Deputy City Manager, Social and Health Development, Kevin Dickins, and other appropriate officers of the Health Service Provider (the “HSP”) and subject to any exceptions identified on Appendix 1 to this Declaration of Compliance, to the best of the Board’s knowledge and belief, the HSP has fulfilled, its obligations under the long-term care service accountability agreement (the “Agreement”) in effect during the Applicable Period.

Without limiting the generality of the foregoing, the HSP confirms that

- (i) it has complied with the provisions of:
 - a. the *Connecting Care Act, 2019*, for the period of January 1, 2022 to December 31, 2022; and
 - b. any compensation restraint legislation which applies to the HSP; and
- (ii) every Report submitted by the HSP is accurate in all respects and in full compliance with the terms of the Agreement.

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the Agreement between the Ontario Health and the HSP effective April 1, 2022.

Kevin Dickins, Deputy City Manager, Social and Health Development

Schedule E – Form of Compliance Declaration Cont'd.

Appendix 1 - Exceptions

[Please identify each obligation under the LSAA that the HSP did not meet during the Applicable Period, together with an explanation as to why the obligation was not met and an estimated date by which the HSP expects to be in compliance.]

LONG-TERM CARE HOME SERVICE ACCOUNTABILITY AGREEMENT

April 1, 2019 to March 31, 2022

SERVICE ACCOUNTABILITY AGREEMENT

with

THE CORPORATION OF THE CITY OF LONDON

Effective Date: April 1, 2019

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Schedules

- A – Description of Home and Beds
- B – Additional Terms and Conditions Applicable to the Funding Model
- C – Reporting Requirements
- D – Performance
- E – Form of Compliance Declaration

THIS AGREEMENT effective as of the 1st day of April, 2019

BETWEEN:

SOUTH WEST LOCAL HEALTH INTEGRATION NETWORK

AND

(the "LHIN")

THE CORPORATION OF THE CITY OF LONDON

IN RESPECT OF:

(the "HSP")

Dearness Home for Senior Citizens

located at

710 Southdale Road East, London ON N6E 1R8

Background

This service accountability agreement, entered into pursuant to the *Local Health System Integration Act, 2006* ("LHSIA"), reflects and supports the commitment of the LHIN and the HSP to, separately, jointly, and in cooperation with other stakeholders, work diligently and collaboratively toward the achievement of the purpose of LHSIA, namely "to provide for an integrated health system to improve the health of Ontarians through better access to high quality health services, co-ordinated health care in local health systems and across the province and effective and efficient management of the health system at the local level by local health integration networks".

The HSP and the LHIN, being committed to a health care system as envisioned by LHSIA, intend to cooperate to advance the purpose and objects of LHSIA and the further development of a patient-centered, integrated, accountable, transparent, and evidence-based health system contemplated by LHSIA. They will do so by such actions as: supporting the development and implementation of sub-regions and Health Links to facilitate regional integrated health care service delivery; breaking down silos that inhibit the seamless transition of patients within the health care system; striving for the highest quality and continuous improvement in the delivery of

health services and in all aspects of the health system, including by identifying and addressing the root causes of health inequities, and by improving access to primary care, mental health and addiction services and wait times for specialists; and otherwise striving for the highest quality and continuous improvement in the delivery of health services and in all aspects of the health system.

The HSP and the LHIN are committed to working together, and with others, to achieve evolving provincial priorities including those described: in mandate letters from the Minister of Health and Long-Term Care to the LHIN; in the provincial strategic plan for the health system; and, in the LHIN's Integrated Health Services Plan.

The LHIN recognizes municipalities as responsible and accountable governments with respect to matters within their jurisdiction. The LHIN acknowledges the unique character of municipal governments that are funded health service providers (each a "Municipal HSP") under the Provincial Long-Term Care Home Service Accountability Agreement template (the "LSAA"), and the challenges faced by Municipal HSPs in complying with the terms of the LSAA, given the legal framework under which they operate. The LHIN further recognizes and acknowledges that where a Municipal HSP faces a particular challenge in meeting its obligations under the LSAA due to its responsibilities as a municipal government or the legal framework under which it operates, it may be appropriate for the LHIN to consult with the Municipal HSP and to use reasonable efforts to resolve the issue in a collaborative way that respects the municipal government while operating under the LSAA as a Municipal HSP.

In this context, the HSP and the LHIN agree that the LHIN will provide funding to the HSP on the terms and conditions set out in this Agreement to enable the provision of services to the local health system by the HSP.

In consideration of their respective agreements set out below, the LHIN and the HSP covenant and agree as follows:

ARTICLE 1.0 – DEFINITIONS & INTERPRETATION

1.1 Definitions. In this Agreement the following terms will have the following meanings.

"Accountability Agreement" means the accountability agreement, as that term is defined in LHSIA, in place between the LHIN and the MOHLTC during a Funding Year, currently referred to as the Ministry-LHIN Accountability Agreement.

"Act" means the *Long-Term Care Homes Act, 2007* and the regulations made under it and they may be amended from time to time.

“Active Offer” means the clear and proactive offer of service in French to individuals, from the first point of contact, without placing the responsibility of requesting services in French on the individual.

“Agreement” means this agreement and includes the Schedules and any instrument amending this agreement or the Schedules.

“Annual Balanced Budget” means that, in each calendar year of the term of this Agreement, the total expenses of the HSP in respect of the Services are less than or equal to the total revenue of the HSP in respect of the Services.

“Applicable Law” means all federal, provincial or municipal laws, orders, rules, regulations, common law, licence terms or by-laws, and includes terms or conditions of a licence or approval issued under the Act, that are applicable to the HSP, the Services, this Agreement and the parties’ obligations under this Agreement during the term of this Agreement.

“Applicable Policy” means any orders, rules, policies, directives or standards of practice or Program Parameters issued or adopted by the LHIN, by the MOHLTC or by other ministries or agencies of the province of Ontario that are applicable to the HSP, the Services, this Agreement and the parties’ obligations under this Agreement during the term of this Agreement. Without limiting the generality of the foregoing, Applicable Policy includes the Design Manual and the Long Term Care Funding and Financial Management Policies and all other manuals, guidelines, policies and other documents listed on the Policy Web Pages as those manuals, guidelines, policies and other documents may be amended from time to time.

“Approved Funding” has the meaning ascribed to it in Schedule B.

“Beds” means the long term care home beds that are licensed or approved under the Act and identified in Schedule A, as the same may be amended from time to time.

“Board” means in respect of an HSP that is:

- (a) a corporation, the board of directors;
- (b) A First Nation, the band council;
- (c) a municipality, the committee of management;

- (d) a board of management established by one or more municipalities or by one or more First Nations' band councils, the members of the board of management;
- (e) a partnership, the partners; and
- (f) a sole proprietorship, the sole proprietor.

"BPSAA" means the *Broader Public Sector Accountability Act, 2010*, and regulations made under it as it and they may be amended from time to time.

"CEO" means the individual accountable to the Board for the provision of the Services in accordance with the terms of this Agreement, which individual may be the executive director or administrator of the HSP, or may hold some other position or title within the HSP.

"Compliance Declaration" means a compliance declaration substantially in the form set out in Schedule "E".

"Confidential Information" means information that is (1) marked or otherwise identified as confidential by the disclosing party at the time the information is provided to the receiving party; and (2) eligible for exclusion from disclosure at a public board meeting in accordance with section 9 of LHSIA. Confidential Information does not include information that (a) was known to the receiving party prior to receiving the information from the disclosing party; (b) has become publicly known through no wrongful act of the receiving party; or (c) is required to be disclosed by law, provided that the receiving party provides Notice in a timely manner of such requirement to the disclosing party, consults with the disclosing party on the proposed form and nature of the disclosure, and ensures that any disclosure is made in strict accordance with Applicable Law.

"Conflict of Interest" in respect of an HSP, includes any situation or circumstance where: in relation to the performance of its obligations under this Agreement

- (a) the HSP;
- (b) a member of the HSP's Board; or
- (c) any person employed by the HSP who has the capacity to influence the HSP's decision,

has other commitments, relationships or financial interests that:

- (a) could or could be seen to interfere with the HSP's objective, unbiased and impartial exercise of its judgement; or
- (b) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under this Agreement.

"Construction Funding Subsidy" has the meaning ascribed to it in Schedule B.

"Controlling Shareholder" of a corporation means a shareholder who or which holds (or another person who or which holds for the benefit of such shareholder), other than by way of security only, voting securities of such corporation carrying more than 50% of the votes for the election of directors, provided that the votes carried by such securities are sufficient, if exercised, to elect a majority of the board of directors of such corporation.

"Days" means calendar days.

"Design Manual" means the MOHLTC design manual or manuals in effect and applicable to the development, upgrade, retrofit, renovation or redevelopment of the Home or Beds subject to this Agreement.

"Designated" means designated as a public service agency under the FLSA.

"Digital Health" has the meaning ascribed to it in the Accountability Agreement, and means the coordinated and integrated use of electronic systems, information and communication technologies to facilitate the collection, exchange and management of personal health information in order to improve the quality, access, productivity and sustainability of the healthcare system.

"Director" has the same meaning ascribed to it in the Act.

"Effective Date" means April 1, 2019.

"Explanatory Indicator" means a measure that is connected to and helps to explain performance in a Performance Indicator or a Monitoring Indicator. An Explanatory Indicator may or may not be a measure of the HSP's performance. No Performance Target is set for an Explanatory Indicator.

"Factors Beyond the HSP's Control" include occurrences that are, in whole or in

part, caused by persons, entities or events beyond the HSP's control. Examples may include, but are not limited to, the following:

- (a) significant costs associated with complying with new or amended Government of Ontario technical standards, guidelines, policies or legislation;
- (b) the availability of health care in the community (hospital care, long-term care, home care, and primary care);
- (c) the availability of health human resources; arbitration decisions that affect HSP employee compensation packages, including wage, benefit and pension compensation, which exceed reasonable HSP planned compensation settlement increases and in certain cases non-monetary arbitration awards that significantly impact upon HSP operational flexibility; and
- (d) catastrophic events, such as natural disasters and infectious disease outbreaks.

"FIPPA" means the *Freedom of Information and Protection of Privacy Act*, (Ontario) and the regulations made under it, as it and they may be amended from time to time.

"FLSA" means the *French Language Services Act* and the regulations made under it, as it and they may be amended from time to time.

"Funding" means the amounts of money provided by the LHIN to the HSP in each Funding Year of this Agreement. Funding includes Approved Funding and Construction Funding Subsidy.

"Funding Year" means in the case of the first Funding Year, the period commencing on the January 1 prior to the Effective Date and ending on the following December 31, and in the case of Funding Years subsequent to the first Funding Year, the period commencing on the date that is January 1 following the end of the previous Funding Year and ending on the following December 31.

"Home" means the long-term care home at the location set out above, which for clarity includes the buildings where the Beds are located and for greater certainty, includes the Beds and the common areas and common elements which will be used at least in part, for the Beds, but excludes any other part of the building which will not be used for the Beds being operated pursuant to this Agreement.

"HSP's Personnel and Volunteers" means the Controlling Shareholders (if any),

directors, officers, employees, agents, volunteers and other representatives of the HSP. In addition to the foregoing HSP's Personnel and Volunteers shall include the contractors and subcontractors and their respective shareholders, directors, officers, employees, agents, volunteers or other representatives.

"Identified" means identified by the LHIN or the MOHLTC to provide French language services.

"Indemnified Parties" means the LHIN and its officers, employees, directors, independent contractors, subcontractors, agents, successors and assigns and Her Majesty the Queen in right of Ontario and Her Ministers, appointees and employees, independent contractors, subcontractors, agents and assigns. Indemnified Parties also includes any person participating on behalf of the LHIN in a Review.

"Interest Income" means interest earned on the Funding.

"LHIN Cluster" has the meaning ascribed to it in the Accountability Agreement and is a grouping of LHINs for the purpose of advancing Digital Health initiatives through regional coordination aligned with the MOHLTC's provincial priorities.

"LHSIA" means the *Local Health System Integration Act, 2006* and the regulations under it, as it and they may be amended from time to time.

"Licence" means one or more of the licences or the approvals granted to the HSP in respect of the Beds at the Home under Part VII or Part VIII of the Act.

"Mandate Letter" has the meaning ascribed to it in the Memorandum of Understanding between MOHLTC and the LHIN, and means a letter from the Minister to the LHIN establishing priorities in accordance with the Premier's mandate letter to the Minister.

"Minister" means the Minister of Health and Long-Term Care.

"MOHLTC" means the Minister or the Ministry of Health and Long-Term Care, as the context requires.

"Monitoring Indicator" means a measure of HSP performance that may be monitored against provincial results or provincial targets, but for which no Performance Target is set.

“Notice” means any notice or other communication required to be provided pursuant to this Agreement, LHSIA or the Act.

“Performance Agreement” means an agreement between an HSP and its CEO that requires the CEO to perform in a manner that enables the HSP to achieve the terms of this Agreement.

“Performance Corridor” means the acceptable range of results around a Performance Target.

“Performance Factor” means any matter that could or will significantly affect a party’s ability to fulfill its obligations under this Agreement, and for certainty, includes any such matter that may be brought to the attention of the LHIN, whether by PICB or otherwise.

“Performance Indicator” means a measure of HSP performance for which a Performance Target is set; technical specifications of specific Performance Indicators can be found in the LSAA 2016-19 Indicator Technical Specifications document.

“Performance Standard” means the acceptable range of performance for a Performance Indicator or a Service Volume that results when a Performance Corridor is applied to a Performance Target.

“Performance Target” means the level of performance expected of the HSP in respect of a Performance Indicator or a Service Volume.

“person or entity” includes any individual and any corporation, partnership, firm, joint venture or other single or collective form of organization under which business may be conducted.

“PICB” means Performance Improvement and Compliance Branch of MOHLTC, or any other branch or organizational unit of MOHLTC that may succeed or replace it.

“Planning Submission” means the planning document submitted by the HSP to the LHIN. The form, content and scheduling of the Planning Submission will be identified by the LHIN.

“Policy Web Pages” means the web pages available at www.health.gov.on.ca/lsaapolicies, and at www.health.gov.on.ca/erssldpolitique or such other URLs or Web pages as the LHIN or the MOHLTC may advise from time to time. Capital policies

can be found at http://www.health.gov.on.ca/english/providers/program/ltc_redev/awardeeoperator.html.

“Program Parameter” means, in respect of a program, the provincial standards (such as operational, financial or service standards and policies, operating manuals and program eligibility), directives, guidelines and expectations and requirements for that program.

“RAI MDS Tools” means the standardized Resident Assessment Instrument – Minimum Data Set (“RAI MDS”) 2.0, the RAI MDS 2.0 User Manual and the RAI MDS Practice Requirements, as the same may be amended from time to time.

“Reports” means the reports described in Schedule C as well as any other reports or information required to be provided under LHSIA, the Act or this Agreement.

“Resident” has the meaning ascribed to it under the Act.

“Review” means a financial or operational audit, investigation, inspection or other form of review requested or required by the LHIN under the terms of LHSIA or this Agreement, but does not include the annual audit of the HSP’s financial statements.

“Schedule” means any one, and **“Schedules”** mean any two or more, as the context requires, of the schedules appended to this Agreement including the following:

Schedule A: Description of Home and Beds;

Schedule B: Additional Terms and Conditions Applicable to the Funding Model;

Schedule C: Reporting Requirements;

Schedule D: Performance; and

Schedule E: Form of Compliance Declaration.

“Services” means the operation of the Beds and the Home and the accommodation, care, programs, goods and other services that are provided to Residents (i) to meet the requirements of the Act; (ii) to obtain Approved Funding; and (iii) to fulfill all commitments made to obtain a Construction Funding Subsidy.

“Service Volume” means a measure of Services for which a Performance Target is set.

1.2 Interpretation. Words in the singular include the plural and vice-versa. Words in one gender include all genders. The words “including” and “includes” are not intended to be limiting and shall mean “including without limitation” or “includes without limitation”,

as the case may be. The headings do not form part of this Agreement. They are for convenience of reference only and will not affect the interpretation of this Agreement. Terms used in the Schedules shall have the meanings set out in this Agreement unless separately and specifically defined in a Schedule in which case the definition in the Schedule shall govern for the purposes of that Schedule.

ARTICLE 2.0 – TERM AND NATURE OF THIS AGREEMENT

- 2.1 Term.** The term of this Agreement will commence on the Effective Date and will expire on the earlier of (1) March 31, 2022 or (2) the expiration or termination of all Licences, unless this Agreement is terminated earlier or extended pursuant to its terms.
- 2.2 A Service Accountability Agreement.** This Agreement is a service accountability agreement for the purposes of section 20(1) of LHSIA.
- 2.3 Prior Agreements.** The parties acknowledge and agree that all prior agreements for the Services are terminated.

ARTICLE 3.0 – PROVISION OF SERVICES

3.1 Provision of Services.

- (a) The HSP will provide the Services in accordance with, and otherwise comply with:
- (1) the terms of this Agreement;
 - (2) Applicable Law; and
 - (3) Applicable Policy.
- (b) When providing the Services, the HSP will meet the Performance Standards and conditions identified in Schedule D.
- (c) Unless otherwise provided in this Agreement, the HSP will not reduce, stop, start, expand, cease to provide or transfer the provision of the Services except with Notice to the LHIN and if required by Applicable Law or Applicable Policy, the prior written consent of the LHIN.
- (d) The HSP will not restrict or refuse the provision of Services to an individual, directly or indirectly, based on the geographic area in which the person resides in Ontario.

3.2 Subcontracting for the Provision of Services.

- (a) The parties acknowledge that, subject to the provisions of the Act and LHSIA, the HSP may subcontract the provision of some or all of the Services. For the purposes of this Agreement, actions taken or not taken by the subcontractor and Services provided by the subcontractor will be deemed actions taken or not taken by the HSP and Services provided by the HSP.
- (b) When entering into a subcontract the HSP agrees that the terms of the subcontract will enable the HSP to meet its obligations under this Agreement. Without limiting the foregoing, the HSP will include a provision that permits the LHIN or its authorized representatives, to audit the subcontractor in respect of the subcontract if the LHIN or its authorized representatives determines that such an audit would be necessary to confirm that the HSP has complied with the terms of this Agreement.
- (c) Nothing contained in this Agreement or a subcontract will create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the LHIN.

3.3 Conflict of Interest. The HSP will use the Funding, provide the Services and otherwise fulfil its obligations under this Agreement without an actual, potential or perceived Conflict of Interest. The HSP will disclose to the LHIN without delay any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest and comply with any requirements prescribed by the LHIN to resolve any Conflict of Interest.

3.4 Digital Health. The HSP agrees to:

- (a) assist the LHIN to implement provincial Digital Health priorities for 2017-18 and thereafter in accordance with the Accountability Agreement, as may be amended or replaced from time to time;
- (b) comply with any technical and information management standards, including those related to data, architecture, technology, privacy and security set for health service providers by MOHLTC or the LHIN within the timeframes set by MOHLTC or the LHIN, as the case may be;
- (c) implement and use the approved provincial Digital Health solutions identified in the LHIN Digital Health plan;

- (d) implement technology solutions that are compatible or interoperable with the provincial blueprint and with the LHIN Cluster Digital Health plan; and
- (e) include in its annual Planning Submission, plans for achieving Digital Health priority initiatives.

3.5 Mandate Letter. The LHIN will receive a Mandate Letter from the Minister annually. Each Mandate Letter articulates areas of focus for the LHIN, and the Minister's expectation that the LHIN and health service providers it funds will collaborate to advance these areas of focus. To assist the HSP in its collaborative efforts with the LHIN, the LHIN will share each relevant Mandate Letter with the HSP. The LHIN may also add local obligations to Schedule D as appropriate to further advance any priorities set out in a Mandate Letter.

3.6 French Language Services.

3.6.1 The LHIN will provide the MOHLTC "Guide to Requirements and Obligations of LHIN French Language Services" to the HSP and the HSP will fulfill its roles, responsibilities and other obligations set out therein.

3.6.2 If Not Identified or Designated. If the HSP has not been Designated or Identified it will:

- (a) develop and implement a plan to address the needs of the local Francophone community, including the provision of information on services available in French;
- (b) work toward applying the principles of Active Offer in the provision of services;
- (c) provide a report to the LHIN that outlines how the HSP addresses the needs of its local Francophone community; and,
- (d) collect and submit to the LHIN as requested by the LHIN from time to time, French language service data.

3.6.3 If Identified. If the HSP is Identified it will:

- (a) work toward applying the principles of Active Offer in the provision of services;

- (b) provide services to the public in French in accordance with its existing French language services capacity;
- (c) develop, and provide to the LHIN upon request from time to time, a plan to become Designated by the date agreed to by the HSP and the LHIN;
- (d) continuously work towards improving its capacity to provide services in French and toward becoming Designated within the time frame agreed to by the parties;
- (e) provide a report to the LHIN that outlines progress in its capacity to provide services in French and toward becoming Designated;
- (f) annually, provide a report to the LHIN that outlines how it addresses the needs of its local Francophone community; and,
- (g) collect and submit to the LHIN, as requested by the LHIN from time to time, French language services data.

3.6.4 If Designated. If the HSP is Designated it will:

- (a) apply the principles of Active Offer in the provision of services;
- (b) continue to provide services to the public in French in accordance with the provisions of the FLSA;
- (c) maintain its French language services capacity;
- (d) submit a French language implementation report to the LHIN on the date specified by the LHIN, and thereafter, on each anniversary of that date, or on such other dates as the LHIN may, by Notice, require; and,
- (e) collect and submit to the LHIN as requested by the LHIN from time to time, French language services data.

ARTICLE 4.0 – FUNDING

- 4.1 Funding.** Subject to the terms of this Agreement, and in accordance with the applicable provisions of the Accountability Agreement, the LHIN will provide the Funding by depositing the Funding in monthly instalments over the term of this Agreement, into

an account designated by the HSP provided that the account resides at a Canadian financial institution and is in the name of the HSP.

4.2 Conditions of Funding.

- (a) The HSP will:
 - (1) use the Funding only for the purpose of providing the Services in accordance with Applicable Law, Applicable Policy and the terms of this Agreement;
 - (2) not use the Funding for compensation increases prohibited by Applicable Law;
 - (3) meet all obligations in the Schedules;
 - (4) fulfill all other obligations under this Agreement; and
 - (5) plan for and achieve an Annual Balanced Budget.

- (b) Interest Income will be reported to the LHIN and is subject to a year-end reconciliation. The LHIN may deduct the amount equal to the Interest Income from any further funding instalments under this or any other agreement with the HSP or the LHIN may require the HSP to pay an amount equal to the unused Interest Income to the Ministry of Finance.

4.3 Limitation on Payment of Funding. Despite section 4.1, the LHIN:

- (a) will not provide any funds to the HSP until this Agreement is fully executed;
- (b) may pro-rate the Funding if this Agreement is signed after the Effective Date;
- (c) will not provide any funds to the HSP until the HSP meets the insurance requirements described in section 11.4;
- (d) will not be required to continue to provide funds,
 - (1) if the Minister or the Director so directs under the terms of the Act;
 - (2) while the Home is under the control of an interim manager pursuant to section 157 of the Act; or
 - (3) in the event the HSP breaches any of its obligations under this Agreement until the breach is remedied to the LHIN's satisfaction; and
- (e) upon notice to the HSP, may adjust the amount of funds it provides to the HSP in any Funding Year pursuant to Article 5.

4.4 Additional Funding. Unless the LHIN has agreed to do so in writing, the LHIN is not required to provide additional funds to the HSP for providing services other than the Services or for exceeding the requirements of Schedule D.

4.5 Appropriation. Funding under this Agreement is conditional upon an appropriation of moneys by the Legislature of Ontario to the MOHLTC and funding of the LHIN by the MOHLTC pursuant to LHSIA. If the LHIN does not receive its anticipated funding the LHIN will not be obligated to make the payments required by this Agreement.

4.6 Procurement of Goods and Services.

(a) If the HSP is subject to the procurement provisions of the BPSAA, the HSP will abide by all directives and guidelines issued by the Management Board of Cabinet that are applicable to the HSP pursuant to the BPSAA.

(b) If the HSP is not subject to the procurement provisions of the BPSAA, the HSP will have a procurement policy in place that requires the acquisition of supplies, equipment or services valued at over \$25,000 through a competitive process that ensures the best value for funds expended. If the HSP acquires supplies, equipment or services with the Funding it will do so through a process that is consistent with this policy.

4.7 Disposition. Subject to Applicable Law and Applicable Policy, the HSP will not, without the LHIN's prior written consent, sell, lease or otherwise dispose of any assets purchased with Funding, the cost of which exceeded \$25,000 at the time of purchase.

ARTICLE 5.0 — ADJUSTMENT AND RECOVERY OF FUNDING

5.1 Adjustment of Funding.

- (a) The LHIN may adjust the Funding in any of the following circumstances:
- (1) in the event of changes to Applicable Law or Applicable Policy that affect Funding;
 - (2) on a change to the Services;
 - (3) if required by either the Director or the Minister under the Act;
 - (4) in the event that a breach of this Agreement is not remedied to the satisfaction of the LHIN; and
 - (5) as otherwise permitted by this Agreement.

- (b) Funding recoveries or adjustments required pursuant to section 5.1(a) may be accomplished through the adjustment of Funding, requiring the repayment of Funding, through the adjustment of the amount of any future funding installments, or through both. Approved Funding already expended properly in accordance with this Agreement will not be subject to adjustment. The LHIN will, at its sole discretion, and without liability or penalty, determine whether the Funding has been expended properly in accordance with this Agreement.
- (c) In determining the amount of a funding adjustment under section 5.1 (a) (4) or (5), the LHIN shall take into account the following principles:
 - (1) Resident care must not be compromised through a funding adjustment arising from a breach of this Agreement;
 - (2) the HSP should not gain from a breach of this Agreement;
 - (3) if the breach reduces the value of the Services, the funding adjustment should be at least equal to the reduction in value; and
 - (4) the funding adjustment should be sufficient to encourage subsequent compliance with this Agreement,

and such other principles as may be articulated in Applicable Law or Applicable Policy from time to time.

5.2 Provision for the Recovery of Funding. The HSP will make reasonable and prudent provision for the recovery by the LHIN of any Funding for which the conditions of Funding set out in section 4.2(a) are not met and will hold this Funding in an interest bearing account until such time as reconciliation and settlement has occurred with the LHIN.

5.3 Settlement and Recovery of Funding for Prior Years.

- (a) The HSP acknowledges that settlement and recovery of Funding can occur up to 7 years after the provision of Funding.
- (b) Recognizing the transition of responsibilities from the MOHLTC to the LHIN, the HSP agrees that if the parties are directed in writing to do so by the MOHLTC, the LHIN will settle and recover funding provided by the MOHLTC to the HSP prior to the transition of the funding for the Services to the LHIN, provided that such settlement and recovery occurs within 7 years of the provision of the funding by the MOHLTC. All such settlements and recoveries will be subject to the terms applicable to the original provision of funding.

5.4 Debt Due.

- (a) If the LHIN requires the re-payment by the HSP of any Funding, the amount required will be deemed to be a debt owing to the Crown by the HSP. The LHIN may adjust future funding instalments to recover the amounts owed or may, at its discretion, direct the HSP to pay the amount owing to the Crown and the HSP shall comply immediately with any such direction.
- (b) All amounts repayable to the Crown will be paid by cheque payable to the "Ontario Minister of Finance" and mailed or delivered to the LHIN at the address provided in section 13.1.

5.5 Interest Rate. The LHIN may charge the HSP interest on any amount owing by the HSP at the then current interest rate charged by the Province of Ontario on accounts receivable.

ARTICLE 6.0 — PLANNING & INTEGRATION

6.1 Planning for Future Years.

- (a) **Advance Notice.** The LHIN will give at least 60 Days' Notice to the HSP of the date by which a Planning Submission, approved by the HSP's governing body, must be submitted to the LHIN.
- (b) **Multi-Year Planning.** The Planning Submission will be in a form acceptable to the LHIN and may be required to incorporate
 - (1) prudent multi-year financial forecasts;
 - (2) plans for the achievement of Performance Targets; and
 - (3) realistic risk management strategies.

It will be aligned with the LHIN's then current integrated health service plan required by LHSIA and will reflect local LHIN priorities and initiatives. If the LHIN has provided multi-year planning targets for the HSP, the Planning Submission will reflect the planning targets.

- (c) **Multi-year Planning Targets.** The parties acknowledge that the HSP is not eligible to receive multi-year planning targets under the terms of Schedule B in effect as of the Effective Date. In the event that Schedule B is amended over the term of this Agreement and the LHIN is able to provide the HSP with multi-year planning targets, the HSP acknowledges that these targets:

- (1) are targets only;
- (2) are provided solely for the purposes of planning;
- (3) are subject to confirmation; and
- (4) may be changed at the discretion of the LHIN.

The HSP will proactively manage the risks associated with multi-year planning and the potential changes to the planning targets.

The LHIN agrees that it will communicate any material changes to the planning targets as soon as reasonably possible.

- (d) **Service Accountability Agreements.** Subject to advice from the Director about the HSP's history of compliance under the Act and provided that the HSP has fulfilled its obligations under this Agreement, the parties expect that they will enter into a new service accountability agreement at the end of the Term. The LHIN will give the HSP at least 6 months' Notice if the LHIN does not intend to enter into negotiations for a subsequent service accountability agreement because the HSP has not fulfilled its obligations under this Agreement. The HSP acknowledges that if the LHIN and the HSP enter into negotiations for a subsequent service accountability agreement, subsequent funding may be interrupted if the next service accountability agreement is not executed on or before the expiration date of this Agreement.

6.2 Community Engagement & Integration Activities.

- (a) **Community Engagement.** The HSP will engage the community of diverse persons and entities in the area where it provides health services when setting priorities for the delivery of health services and when developing plans for submission to the LHIN including but not limited to the HSP's Planning Submission and integration proposals. As part of its community engagement activities, the HSPs will have in place, and utilize, effective mechanisms for engaging families and patients to help inform the HSP plans, including the HSP's contribution to the establishment and implementation by the LHIN of geographic sub-regions in its local health system.
- (b) **Integration.** The HSP will, separately and in conjunction with the LHIN and other health service providers, identify opportunities to integrate the services of the local health system to provide appropriate, coordinated, effective and efficient services.

- (c) **Reporting.** The HSP will report on its community engagement and integration activities, using any templates provided by the LHIN, as requested by the LHIN.

6.3 Planning and Integration Activity Pre-proposals.

- (a) **General.** A pre-proposal process has been developed to (A) reduce the costs incurred by an HSP when proposing operational or service changes; (B) assist the HSP to carry out its statutory obligations; and (C) enable an effective and efficient response by the LHIN. Subject to specific direction from the LHIN, this pre-proposal process will be used in the following instances:
- (1) the HSP is considering an integration, or an integration of services, as defined in LHSIA between the HSP and another person or entity;
 - (2) the HSP is proposing to reduce, stop, start, expand or transfer the location of services, which for certainty includes: the transfer of Services from the HSP to another person or entity whether within or outside of the LHIN; and the relocation or transfer of services from one of the HSP's sites to another of the HSP's sites whether within or outside of the LHIN;
 - (3) to identify opportunities to integrate the services of the local health system, other than those identified in (A) or (B) above; or
 - (4) if requested by the LHIN.
- (b) **LHIN Evaluation of the Pre-proposal.** Use of the pre-proposal process is not formal Notice of a proposed integration under section 27 of LHSIA. LHIN consent to develop the project concept outlined in a pre-proposal does not constitute approval to proceed with the project. Nor does the LHIN consent to develop a project concept presume the issuance of a favourable decision, should such a decision be required by sections 25 or 27 of LHSIA. Following the LHIN's review and evaluation, the HSP may be invited to submit a detailed proposal and a business plan for further analysis. Guidelines for the development of a detailed proposal and business case will be provided by the LHIN.
- (c) Where an HSP integrates its services with those of another person and the integration relates to services funded in whole or in part by the LHIN, the HSP will follow the provisions of section 27 of LHSIA. Without limiting the foregoing, a transfer of services from the HSP to another person or entity is an example of an integration to which section 27 of LHSIA may apply.

6.4 Proposing Integration Activities in the Planning Submission. No integration activity described in section 6.3 may be proposed in a Planning Submission unless

the LHIN has consented, in writing, to its inclusion pursuant to the process set out in section 6.3.

6.5 Termination of Designation of Convalescent Care Beds.

- (a) Notwithstanding section 6.3, the provisions in this section 6.5 apply to the termination of a designation of convalescent care Beds.
- (b) The HSP may terminate the designation of one or more convalescent care Beds and revert them back to long-stay Beds at any time provided the HSP gives the MOHLTC and the LHIN at least 6 months' prior Notice. Such Notice shall include:
 - (1) a detailed transition plan, satisfactory to the LHIN acting reasonably, setting out the dates, after the end of the 6-month Notice period, on which the HSP plans to terminate the designation of each convalescent care Bed and to revert same to a long-stay Bed; and,
 - (2) a detailed explanation of the factors considered in the selection of those dates.

The designation of a convalescent care Bed will terminate and the Bed will revert to a long-stay Bed on the date, after the 6-month Notice period, on which the Resident who is occupying that convalescent care Bed at the end of the 6-month Notice period has been discharged from that Bed, unless otherwise agreed by the LHIN and the HSP.

- (c) The LHIN may terminate the designation of the convalescent care Beds at any time by giving at least 6 months' prior Notice to the HSP. Upon receipt of any such Notice, the HSP shall, within the timeframe set out in the Notice, provide the LHIN with:
 - (1) a detailed transition plan, satisfactory to the LHIN acting reasonably, setting out the dates, after the end of the 6-month Notice period, on which the HSP plans to terminate the designation of each convalescent care Bed and, if required by the Notice, to revert same to a long-stay Bed; and,
 - (2) a detailed explanation of the factors considered in the selection of those dates.

The designation of a convalescent care Bed will terminate, and if applicable revert to a long-stay Bed on the date, after the 6-month Notice period, on which the Resident who is occupying that convalescent care Bed at the end of the Notice period has been discharged from that Bed, unless otherwise agreed by the LHIN and the HSP.

6.6 In this Article 6, the terms “integrate”, “integration” and “services” have the same meanings attributed to them in section 2(1) and section 23 respectively of LHSIA, as it and they may be amended from time to time.

- (a) “**service**” includes;
- (1) a service or program that is provided directly to people,
 - (2) a service or program, other than a service or program described in clause (1), that supports a service or program described in that clause, or
 - (3) a function that supports the operations of a person or entity that provides a service or program described in clause (1) or (2).
- (b) “**integrate**” includes;
- (1) to co-ordinate services and interactions between different persons and entities,
 - (2) to partner with another person or entity in providing services or in operating,
 - (3) to transfer, merge or amalgamate services, operations, persons or entities,
 - (4) to start or cease providing services,
 - (5) to cease to operate or to dissolve or wind up the operations of a person or entity,

and “**integration**” has a similar meaning.

ARTICLE 7.0 – PERFORMANCE

7.1 Performance. The parties will strive to achieve on-going performance improvement. They will address performance improvement in a proactive, collaborative and responsive manner.

7.2 Performance Factors.

- (a) Each party will notify the other party of the existence of a Performance Factor, as soon as reasonably possible after the party becomes aware of the Performance Factor. The Notice will:
- (1) describe the Performance Factor and its actual or anticipated impact;
 - (2) include a description of any action the party is undertaking, or plans to undertake, to remedy or mitigate the Performance Factor;
 - (3) indicate whether the party is requesting a meeting to discuss the Performance Factor; and
 - (4) address any other issue or matter the party wishes to raise with the other party.

- (b) The recipient party will provide a written acknowledgment of receipt of the Notice within 7 Days of the date on which the Notice was received ("Date of the Notice").
- (c) Where a meeting has been requested under section 7.2(a), the parties agree to meet and discuss the Performance Factors within 14 Days of the Date of the Notice, in accordance with the provisions of section 7.3. PICB may be included in any such meeting at the request of either party.

7.3 Performance Meetings. During a meeting on performance, the parties will:

- (a) discuss the causes of a Performance Factor;
- (b) discuss the impact of a Performance Factor on the local health system and the risk resulting from non-performance; and
- (c) determine the steps to be taken to remedy or mitigate the impact of the Performance Factor (the "Performance Improvement Process").

7.4 The Performance Improvement Process.

- (a) The Performance Improvement Process will focus on the risks of non-performance and problem-solving. It may include one or more of the following actions:
 - (1) a requirement that the HSP develop and implement an improvement plan that is acceptable to the LHIN;
 - (2) the conduct of a Review;
 - (3) an amendment of the HSP's obligations; and
 - (4) an in-year, or year end, adjustment to the Funding,

among other possible means of responding to the Performance Factor or improving performance.

- (b) Any performance improvement process begun under a prior service accountability agreement that was not completed under the prior agreement will continue under this Agreement. Any performance improvement required by a LHIN under a prior service accountability agreement will be deemed to be a requirement of this Agreement until fulfilled or waived by the LHIN.

7.5 Factors Beyond the HSP's Control. Despite the foregoing, if the LHIN, acting

reasonably, determines that the Performance Factor is, in whole or in part, a Factor Beyond the HSP's Control:

- (a) the LHIN will collaborate with the HSP to develop and implement a mutually agreed upon joint response plan which may include an amendment of the HSP's obligations under this Agreement;
- (b) the LHIN will not require the HSP to prepare an Improvement Plan; and
- (c) the failure to meet an obligation under this Agreement will not be considered a breach of this Agreement to the extent that failure is caused by a Factor Beyond the HSP's Control.

ARTICLE 8.0 – REPORTING, ACCOUNTING AND REVIEW

8.1 Reporting.

- (a) **Generally.** The LHIN's ability to enable its local health system to provide appropriate, co-ordinated, effective and efficient health services as contemplated by LHSIA, is heavily dependent on the timely collection and analysis of accurate information. The HSP acknowledges that the timely provision of accurate information related to the HSP, its Residents and its performance of its obligations under this Agreement, is under the HSP's control.
- (b) **Specific Obligations.** The HSP:
 - (1) will provide to the LHIN, or to such other entity as the LHIN may direct, in the form and within the time specified by the LHIN, the Reports other than personal health information as defined in LHSIA, that the LHIN requires for the purposes of exercising its powers and duties under this Agreement or LHSIA or for the purposes that are prescribed under any Applicable Law;
 - (2) will comply with the applicable reporting standards and requirements in both Chapter 9 of the Ontario Healthcare Reporting Standards and the RAI MDS Tools;
 - (3) will fulfil the specific reporting requirements set out in Schedule C;
 - (4) will ensure that every Report is complete, accurate, signed on behalf of the HSP by an authorized signing officer where required and provided in a timely manner and in a form satisfactory to the LHIN; and
 - (5) agrees that every Report submitted to the LHIN by or on behalf of the HSP, will be deemed to have been authorized by the HSP for submission.

For certainty, nothing in this section 8.1 or in this Agreement restricts or otherwise limits the LHIN's right to access or to require access to personal health information as defined in LHSIA, in accordance with Applicable Law for purposes of carrying out the LHIN's statutory objects to achieve the purposes of LHSIA, including to provide certain services, supplies and equipment in accordance with section 5(m.1) of LHSIA and to manage placement of persons in accordance with section 5(m.2).

- (c) **RAI MDS.** Without limiting the foregoing, the HSP:
- (1) will conduct quarterly assessments of Residents, and all other assessments of Residents required by the RAI MDS Tools, using the RAI MDS Tools;
 - (2) will ensure that the RAI MDS Tools are used correctly to produce an accurate assessment of the HSP's Residents ("RAI MDS Data");
 - (3) will submit the RAI MDS Data to the Canadian Institute for Health Information ("CIHI") in an electronic format at least quarterly in accordance with the submission guidelines set out by CIHI; and
 - (4) acknowledges that if used incorrectly, the RAI MDS Tools can increase Funding beyond that to which the HSP would otherwise be entitled. The HSP will therefore have systems in place to regularly monitor, evaluate and where necessary correct the quality and accuracy of the RAI MDS Data.
- (d) **Health Quality Ontario.** The HSP will submit a Quality Improvement Plan to the Ontario Health Quality Council operating as Health Quality Ontario that is aligned with this Agreement and supports local health system priorities.
- (e) **French Language Services.** If the HSP is required to provide services to the public in French under the provisions of the FLSA, the HSP will be required to submit a French language services report to the LHIN. If the HSP is not required to provide services to the public in French under the provisions of the FLSA, it will be required to provide a report to the LHIN that outlines how the HSP addresses the needs of its local Francophone community.
- (f) **Declaration of Compliance.** On or before March 1 of each Funding Year, the Board will issue a Compliance Declaration declaring that the HSP has complied with the terms of this Agreement. The form of the declaration is set out in Schedule E and may be amended by the LHIN from time to time through the term of this Agreement.
- (g) **Financial Reductions.** Notwithstanding any other provision of this Agreement, and at the discretion of the LHIN, the HSP may be subject to a financial reduction if any of the Reports are received after the due date, are incomplete,

or are inaccurate where the errors or delay were not as a result of LHIN actions or inaction or the actions or inactions of persons acting on behalf of the LHIN. If assessed, the financial reduction will be as follows:

- (1) if received within 7 Days after the due date, incomplete or inaccurate, the financial penalty will be the greater of (1) a reduction of 0.02 percent (0.02%) of the Funding; or (2) two hundred and fifty dollars (\$250.00), and;
- (2) for every full or partial week of non-compliance thereafter, the rate will be one half of the initial reduction.

8.2 Reviews.

- (a) During the term of this Agreement and for 7 years after the term of this Agreement, the HSP agrees that the LHIN or its authorized representatives may conduct a Review of the HSP to confirm the HSP's fulfillment of its obligations under this Agreement. For these purposes the LHIN or its authorized representatives may, upon 24 hours' Notice to the HSP and during normal business hours enter the HSP's premises to:
 - (1) inspect and copy any financial records, invoices and other finance-related documents, other than personal health information as defined in LHSIA, in the possession or under the control of the HSP which relate to the Funding or otherwise to the Services; and
 - (2) inspect and copy non-financial records, other than personal health information as defined in LHSIA, in the possession or under the control of the HSP which relate to the Funding, the Services or otherwise to the performance of the HSP under this Agreement.
- (b) The cost of any Review will be borne by the HSP if the Review (1) was made necessary because the HSP did not comply with a requirement under the Act or this Agreement; or (2) indicates that the HSP has not fulfilled its obligations under this Agreement, including its obligations under Applicable Law and Applicable Policy.
- (c) To assist in respect of the rights set out in (a) above the HSP shall disclose any information requested by the LHIN or its authorized representatives, and shall do so in a form requested by the LHIN or its authorized representatives.
- (d) The HSP may not commence a proceeding for damages or otherwise against any person with respect to any act done or omitted to be done, any conclusion reached or report submitted that is done in good faith in respect of a Review.

8.3 Document Retention and Record Maintenance. The HSP will:

- (a) retain all records (as that term is defined in FIPPA) related to the HSP's performance of its obligations under this Agreement for 7 years after the termination or expiration of the term of this Agreement. The HSP's obligations under this section will survive any termination or expiry of this Agreement;
- (b) keep all financial records, invoices and other finance-related documents relating to the Funding or otherwise to the Services in a manner consistent with either generally accepted accounting principles or international financial reporting standards as advised by the HSP's auditor; and
- (c) keep all non-financial documents and records relating to the Funding or otherwise to the Services in a manner consistent with all Applicable Law.

8.4 Disclosure of Information.

- (a) **FIPPA.** The HSP acknowledges that the LHIN is bound by FIPPA and that any information provided to the LHIN in connection with this Agreement may be subject to disclosure in accordance with FIPPA.
- (b) **Confidential Information.** The parties will treat Confidential Information as confidential and will not disclose Confidential Information except with the consent of the disclosing party or as permitted or required under FIPPA, the *Municipal Freedom of Information and Protection of Privacy Act*, the *Personal Health Information Protection Act, 2004*, the Act, court order, subpoena or other Applicable Law. Notwithstanding the foregoing, the LHIN may disclose information that it collects under this Agreement in accordance with LHSIA.

8.5 Transparency. The HSP will post a copy of this Agreement and each Compliance Declaration submitted to the LHIN during the term of this Agreement in a conspicuous and easily accessible public place at the Home and on its public website if the HSP operates a public website.

8.6 Auditor General. For greater certainty the LHIN's rights under this article are in addition to any rights provided to the Auditor General under the *Auditor General Act (Ontario)*.

ARTICLE 9.0 – ACKNOWLEDGEMENT OF LHIN SUPPORT

9.1 Publication. For the purposes of this Article 9, the term "*Publication*" means: an

annual report; a strategic plan; a material publication on a consultation about a possible integration; a material publication on community engagement; and, a material report to the community that the HSP develops and makes available to the public in electronic or hard copy.

9.2 Acknowledgment of Funding Support.

- (a) The following statement will be included on the HSP's website, on all Publications and, upon request of the LHIN, on any other publication of the HSP relating to a HSP initiative:

"The [Insert name of HSP] receives funding from [Insert name of LHIN] Local Health Integration Network. The opinions expressed in this publication do not necessarily represent the views of [Insert name of LHIN] Local Health Integration Network."

- (b) Neither party may use any insignia or logo of the other party without the prior written permission of the other party. For the LHIN, this includes any insignia or logo of Her Majesty the Queen in right of Ontario.

ARTICLE 10.0 — REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1 General. The HSP represents, warrants and covenants that:

- (a) it is, and will continue for the term of this Agreement to be, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) it has the experience and expertise necessary to carry out the Services;
- (c) it holds all permits, licences, consents, intellectual property rights and authorities necessary to perform its obligations under this Agreement;
- (d) all information that the HSP provided to the LHIN in its Planning Submission or otherwise in support of its application for funding was true and complete at the time the HSP provided it, and will, subject to the provision of Notice otherwise, continue to be true and complete for the term of this Agreement;
- (e) it has not and will not for the term of this Agreement, enter into a non-arm's transaction that is prohibited by the Act; and

- (f) it does, and will continue for the term of this Agreement to, operate in compliance with all Applicable Law and Applicable Policy.

10.2 Execution of Agreement. The HSP represents and warrants that:

- (a) it has the full power and authority to enter into this Agreement; and
- (b) it has taken all necessary actions to authorize the execution of this Agreement.

10.3 Governance.

- (a) The HSP represents, warrants and covenants that it has established, and will maintain for the period during which this Agreement is in effect, policies and procedures:
- (1) that set out one or more codes of conduct for, and that identify, the ethical responsibilities for all persons at all levels of the HSP's organization;
 - (2) to ensure the ongoing effective functioning of the HSP;
 - (3) for effective and appropriate decision-making;
 - (4) for effective and prudent risk-management, including the identification and management of potential, actual and perceived conflicts of interest;
 - (5) for the prudent and effective management of the Funding;
 - (6) to monitor and ensure the accurate and timely fulfillment of the HSP's obligations under this Agreement and compliance with the Act and LHSIA;
 - (7) to enable the preparation, approval and delivery of all Reports;
 - (8) to address complaints about the provision of Services, the management or governance of the HSP; and
 - (9) to deal with such other matters as the HSP considers necessary to ensure that the HSP carries out its obligations under this Agreement.
- (b) The HSP represents and warrants that it:
- (1) has, or will have within 60 Days of the execution of this Agreement, a Performance Agreement with its CEO;
 - (2) will take all reasonable care to ensure that its CEO complies with the Performance Agreement; and
 - (3) will enforce the HSP's rights under the Performance Agreement.

10.4 Funding, Services and Reporting. The HSP represents, warrants and covenants that:

- (a) the Funding is, and will continue to be, used only to provide the Services in accordance with the terms of this Agreement;
- (b) the Services are and will continue to be provided:
 - (1) by persons with the expertise, professional qualifications, licensing and skills necessary to complete their respective tasks; and
 - (2) in compliance with Applicable Law and Applicable Policy; and
- (c) every Report is and will continue to be, accurate and in full compliance with the provisions of this Agreement, including any particular requirements applicable to the Report, and any material change to a Report will be communicated to the LHIN immediately.

10.5 Supporting Documentation. Upon request, the HSP will provide the LHIN with proof of the matters referred to in this Article.

ARTICLE 11.0 – LIMITATION OF LIABILITY, INDEMNITY & INSURANCE

- 11.1 Limitation of Liability.** The Indemnified Parties will not be liable to the HSP or any of the HSP's Personnel and Volunteers for costs, losses, claims, liabilities and damages howsoever caused arising out of or in any way related to the Services or otherwise in connection with this Agreement, unless caused by the negligence or wilful act of any of the Indemnified Parties.
- 11.2 Same.** For greater certainty and without limiting section 11.1, the LHIN is not liable for how the HSP and the HSP's Personnel and Volunteers carry out the Services and is therefore not responsible to the HSP for such Services. Moreover, the LHIN is not contracting with or employing any HSP's Personnel and Volunteers to carry out the terms of this Agreement. As such, it is not liable for contracting with, employing or terminating a contract with or the employment of any HSP's Personnel and Volunteers required to carry out this Agreement, nor for the withholding, collection or payment of any taxes, premiums, contributions or any other remittances due to government for the HSP's Personnel and Volunteers required by the HSP to carry out this Agreement.
- 11.3 Indemnification.** The HSP hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant costs), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, the "Claims"), by whomever made, sustained, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon,

occasioned by or attributable to anything done or omitted to be done by the HSP or the HSP's Personnel and Volunteers in the course of the performance of the HSP's obligations under, or otherwise in connection with, this Agreement, unless caused by the negligence or wilful misconduct of any Indemnified Parties.

11.4 Insurance.

- (a) **Generally.** The HSP shall protect itself from and against all Claims that might arise from anything done or omitted to be done by the HSP and the HSP's Personnel and Volunteers under this Agreement and more specifically all Claims that might arise from anything done or omitted to be done under this Agreement where bodily injury (including personal injury), death or property damage, including loss of use of property is caused.
- (b) **Required Insurance.** The HSP will put into effect and maintain, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the HSP would maintain including, but not limited to, the following at its own expense.
- (1) **Commercial General Liability Insurance.** Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than 2 million dollars per occurrence and not less than 2 million dollars products and completed operations aggregate. The policy will include the following clauses:
- A. The Indemnified Parties as additional insureds,
 - B. Contractual Liability,
 - C. Cross-Liability,
 - D. Products and Completed Operations Liability,
 - E. Employers Liability and Voluntary Compensation unless the HSP complies with the Section below entitled "Proof of WSIA Coverage,
 - F. Tenants Legal Liability (for premises/building leases only),
 - G. Non-Owned automobile coverage with blanket contractual coverage for hired automobiles, and
 - H. A 30 Day written notice of cancellation, termination or material change.
- (2) **Proof of WSIA Coverage.** Unless the HSP puts into effect and maintains Employers Liability and Voluntary Compensation as set out above, the HSP will provide the LHIN with a valid *Workplace Safety and Insurance Act, 1997* ("WSIA") Clearance Certificate and any renewal replacements, and

will pay all amounts required to be paid to maintain a valid WSIA Clearance Certificate throughout the term of this Agreement.

- (3) All Risk Property Insurance on property of every description, for the term, providing coverage to a limit of not less than the full replacement cost, including earthquake and flood. All reasonable deductibles and self-insured retentions are the responsibility of the HSP.
 - (4) Comprehensive Crime insurance, Disappearance, Destruction and Dishonest coverage.
 - (5) Errors and Omissions Liability Insurance insuring liability for errors and omissions in the provision of any professional services as part of the Services or failure to perform any such professional services, in the amount of not less than two million dollars per claim and in the annual aggregate.
- (c) **Certificates of Insurance.** The HSP will provide the LHIN with proof of the insurance required by this Agreement in the form of a valid certificate of insurance that references this Agreement and confirms the required coverage, on or before the commencement of this Agreement, and renewal replacements on or before the expiry of any such insurance. Upon the request of the LHIN, a copy of each insurance policy shall be made available to it. The HSP shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract.

ARTICLE 12.0 – TERMINATION

12.1 Termination by the LHIN.

- (a) **Immediate Termination.** The LHIN may terminate this Agreement immediately upon giving Notice to the HSP if:
- (1) the HSP is unable to provide or has discontinued the Services in whole or in part or the HSP ceases to carry on business;
 - (2) the HSP makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
 - (3) the LHIN is directed, pursuant to the Act, to terminate this Agreement by the Minister or the Director;
 - (4) the Home has been closed in accordance with the Act; or

(5) as provided for in section 4.5, the LHIN does not receive the necessary funding from the MOHLTC.

(b) **Termination in the Event of Financial Difficulties.** If the HSP makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver the LHIN will consult with the Director before determining whether this Agreement will be terminated. If the LHIN terminates this Agreement because a person has exercised a security interest as contemplated by section 107 of the Act, the LHIN would expect to enter into a service accountability agreement with the person exercising the security interest or the receiver or other agent acting on behalf of that person where the person has obtained the Director's approval under section 110 of the Act and has met all other relevant requirements of Applicable Law.

(c) **Opportunity to Remedy Material Breach.** If an HSP breaches any material provision of this Agreement, including, but not limited to, the reporting requirements in Article 8 and the representations and warranties in Article 10 and the breach has not been satisfactorily resolved under Article 7, the LHIN will give the HSP Notice of the particulars of the breach and of the period of time within which the HSP is required to remedy the breach. The Notice will advise the HSP that the LHIN may terminate this Agreement:

- (1) at the end of the Notice period provided for in the Notice if the HSP fails to remedy the breach within the time specified in the Notice; or
- (2) prior to the end of the Notice period provided for in the Notice if it becomes apparent to the LHIN that the HSP cannot completely remedy the breach within that time or such further period of time as the LHIN considers reasonable, or the HSP is not proceeding to remedy the breach in a way that is satisfactory to the LHIN; and

the LHIN may then terminate this Agreement in accordance with the Notice.

12.2 Termination of Services by the HSP.

- (a) Except as provided in section 12.2(b) and (c) below, the HSP may terminate this Agreement at any time, for any reason, upon giving the LHIN at least six months' Notice.

- (b) Where the HSP intends to cease providing the Services and close the Home, the HSP will provide Notice to the LHIN at the same time the HSP is required to provide Notice to the Director under the Act. The HSP will ensure that the closure plan required by the Act is acceptable to the LHIN.
- (c) Where the HSP intends to cease providing the Services as a result of an intended sale or transfer of a Licence in whole or in part, the HSP will comply with section 6.3 of this Agreement.

12.3 Consequences of Termination.

- (a) If this Agreement is terminated pursuant to this Article, the LHIN may:
 - (1) cancel all further Funding instalments;
 - (2) demand the repayment of any Funding remaining in the possession or under the control of the HSP;
 - (3) determine the HSP's reasonable costs to wind down the Services; and
 - (4) permit the HSP to offset the costs determined pursuant to section (3), against the amount owing pursuant to section (2).
- (b) Despite (a), if the cost determined pursuant to section 12.3(a) (3) exceeds the Funding remaining in the possession or under the control of the HSP the LHIN will not provide additional monies to the HSP to wind down the Services.

12.4 Effective Date. Termination under this Article will take effect as set out in the Notice.

12.5 Corrective Action. Despite its right to terminate this Agreement pursuant to this Article, the LHIN may choose not to terminate this Agreement and may take whatever corrective action it considers necessary and appropriate, including suspending Funding for such period as the LHIN determines, to ensure the successful completion of the Services in accordance with the terms of this Agreement.

ARTICLE 13.0 – NOTICE

13.1 Notice. A Notice will be in writing; delivered personally, by pre-paid courier, by any form of mail where evidence of receipt is provided by the post office or by facsimile with confirmation of receipt, or by email where no delivery failure notification has been received. For certainty, delivery failure notification includes an automated 'out of office' notification. A Notice will be addressed to the other party as provided below or as either party will later designate to the other in writing:

To the LHIN:

South West Local Health Integration Network

356 Oxford Street West, London ON N6H 1T3

Attention: Renato Discenza, Interim Chief Executive Officer

Fax: 519-657-7345

Email: renato.discenza@lhins.on.ca

To the HSP:

Dearness Home for Senior Citizens

710 Southdale Road East, London ON N6E 1R8

Attention: Sandra Datars Bere, Managing Dir. Housing, Social Svcs & Dearness

Fax: N/A

Email: sdatarsb@london.ca

- 13.2 Notices Effective From.** A Notice will be deemed to have been duly given 1 business day after delivery if Notice is delivered personally, by pre-paid courier or by mail. A Notice that is delivered by facsimile with confirmation of receipt or by email where no delivery failure notification has been received will be deemed to have been duly given 1 business day after the facsimile or email was sent.

ARTICLE 14.0 – INTERPRETATION

- 14.1 Interpretation.** In the event of a conflict or inconsistency in any provision of this Agreement, the main body of this Agreement will prevail over the Schedules.
- 14.2 Jurisdiction.** Where this Agreement requires compliance with the Act, the Director will determine compliance and advise the LHIN. Where the Act requires compliance with this Agreement, the LHIN will determine compliance and advise the Director.

- 14.3 Determinations by the Director.** All determinations required by the Director under this Agreement are subject to an HSP's rights of review and appeal under the Act.
- 14.4 The Act.** For greater clarity, nothing in this Agreement supplants or otherwise excuses the HSP from the fulfillment of any requirements of the Act. The HSP's obligations in respect of LHSIA and this Agreement are separate and distinct from the HSP's obligations under the Act.

ARTICLE 15.0 – ADDITIONAL PROVISIONS

- 15.1 Currency.** All payment to be made by the LHIN or the HSP under this Agreement shall be made in the lawful currency of Canada.
- 15.2 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement and any invalid or unenforceable provision will be deemed to be severed.
- 15.3 Terms and Conditions on Any Consent.** Any consent or approval that the LHIN may grant under this Agreement is subject to such terms and conditions as the LHIN may reasonably require.
- 15.4 Waiver.** A party may only rely on a waiver of the party's failure to comply with any term of this Agreement if the other party has provided a written and signed Notice of waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.
- 15.5 Parties Independent.** The parties are and will at all times remain independent of each other and are not and will not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations will be made or acts taken by either party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither party will be bound in any manner whatsoever by any agreements, warranties or representations made by the other party to any other person or entity, nor with respect to any other action of the other party.
- 15.6 LHIN is an Agent of the Crown.** The parties acknowledge that the LHIN is an agent of the Crown and may only act as an agent of the Crown in accordance with the provisions of LHSIA. Notwithstanding anything else in this Agreement, any express or implied reference to the LHIN providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or

contingent liabilities of the LHIN or of Ontario, whether at the time of execution of this Agreement or at any time during the term of this Agreement, will be void and of no legal effect.

- 15.7 Express Rights and Remedies Not Limited.** The express rights and remedies of the LHIN are in addition to and will not limit any other rights and remedies available to the LHIN at law or in equity. For further certainty, the LHIN has not waived any provision of any applicable statute, including the Act and LHSIA, nor the right to exercise its rights under these statutes at any time.
- 15.8 No Assignment.** The HSP will not assign this Agreement or the Funding in whole or in part, directly or indirectly, without the prior written consent of the LHIN which consent shall not be unreasonably withheld. No assignment or subcontract shall relieve the HSP from its obligations under this Agreement or impose any liability upon the LHIN to any assignee or subcontractor. The LHIN may assign this Agreement or any of its rights and obligations under this Agreement to any one or more of the LHINs or to the MOHLTC.
- 15.9 Governing Law.** This Agreement and the rights, obligations and relations of the parties hereto will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any litigation arising in connection with this Agreement will be conducted in Ontario unless the parties agree in writing otherwise.
- 15.10 Survival.** The provisions in Articles 1.0, 5.0, 8.0, 10.5, 11.0, 13.0, 14.0 and 15.0 and sections 2.3, 4.6, 10.4, 10.5 and 12.3 will continue in full force and effect for a period of seven years from the date of expiry or termination of this Agreement.
- 15.11 Further Assurances.** The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 15.12 Amendment of Agreement.** This Agreement may only be amended by a written agreement duly executed by the parties.
- 15.13 Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

ARTICLE 16.0 — ENTIRE AGREEMENT

- 16.1 Entire Agreement.** This Agreement together with the appended Schedules

constitutes the entire Agreement between the parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

The parties have executed this Agreement on the dates set out below.

SOUTH WEST LOCAL HEALTH INTEGRATION NETWORK

By:



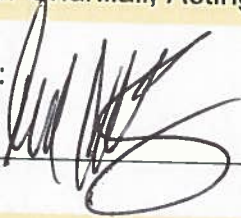
05-07-19

MARK BRINTNER, JP

DATE

Andrew Chunitall, Acting Board Chair

And by:



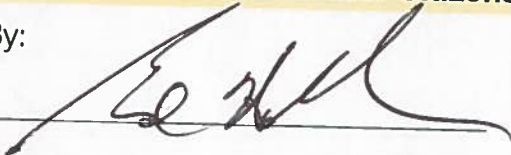
5-7-19

DATE

Renato Discenza, Interim Chief Executive Officer

**THE CORPORATION OF THE CITY OF LONDON
Dearness Home for Senior Citizens**

By:



APR 10 2019

DATE

Ed Holder, Mayor

I have authority to bind the HSP

And by:




APR 10 2019

Catharine Saunders, City Clerk

DATE

~~Catherine Saunders, City Clerk~~

I have authority to bind the HSP

CITY SOLICITOR'S OFFICE CITY OF LONDON	
DATE:	April 8/2019
APPROVED AS TO FORM ONLY	

Schedule A - 2019-2022 Description of Home and Services

LTCH Name: Dearness Home

A.1 General Information

Name of Licensee: (as referred to on your Long-Term Care Home Licence)	The Corporation of the City of London		
Name of Home: (as referred to on your Long-Term Care Home Licence)	Dearness Home		
LTCH Master Number (e.g. NH9898)	H11483		
Address	710 Southdale Rd East		
City	London , Ontario	Postal Code	N6E 1R8
Accreditation organization	CARF		
Date of Last Accreditation (Award Date – e.g. May 31, 2019)	June 24,2016	Year(s) Awarded (e.g. 3 years)	3 years
French Language Services (FLS)	Identified (Y/N)	N	Designated Y/N N

Schedule A - 2019-2022 Description of Home and Services

LTCH Name: Dearness Home

A.2 Licenced or Approved Beds & Classification / Bed Type

1. Licence Type	Total # of Beds					Licence Expiry Date (e.g. May 31, 2025)	Comments/Additional Information
	A	B	C	Upgraded D	New		
Licence ("Regular" or Municipal Approval)	243					Municipal Home Bed approval from June 1 st 2010	Note: Each individual licence should be on a separate row. Please add additional rows as required.
TOTAL BEDS (1)	243						Add total of all beds (A,B,C, UpD, New)
Please include information specific to the following types of licenses on a separate line below. Temporary Licence, Temporary Emergency Licence, or Short-Term Authorization							Note: Each individual licence should be on a separate row. Please add additional rows as required.
2. Licence Type	Total # of Beds					Licence Expiry Date (e.g. May 31, 2025)	Comments/Additional Information
Temporary							
Temporary Emergency							
Short-Term Authorization							
TOTAL BEDS (2)							Add total of all beds
TOTAL # OF ALL LICENSED BEDS (1) + (2)	243						Add total # of all licenced beds captured under (1) and (2) above
Usage Type	Total # of Beds					Expiry Date (e.g. May 31, 2025)	Comments/Additional Information
Long Stay Beds (not including beds below)	241						Input number of regular long stay beds
Convalescent Care Beds							
Respite Beds	2					Dec 31, 2019	Approved annually
ELDCAP Beds							
Interim Beds							

Schedule A - 2019-2022 Description of Home and Services

LTCH Name: Dearness Home

A.2 Licenced or Approved Beds & Classification / Bed Type			
Veterans' Priority Access beds			
Beds in Abeyance (BIA)			<u>Expiry date represents the end date of the BIA Agreement</u>
Designated specialized unit beds			
Other beds *			
Total # of all Bed Types (3)	243		Add total number of beds by usage type

*Other beds available under a Temporary Emergency Licence or Short-Term Authorization

Schedule A - 2019-2022 Description of Home and Services

LTCH Name: Dearness Home

A.3 Structural Information

Type of Room (this refers to structural layout rather than what is charged in accommodations).

Room Type	Rooms	Multiplier	Number of beds
Number of rooms with 1 bed	243	x 1	243
Number of rooms with 2 beds		x 2	
Number of rooms with 3 beds		x 3	
Number of rooms with 4 beds		x 4	
Total Number of Rooms	243	Total Number of Beds*	243

***Ensure the "Total Number of Beds" above matches "Total # of all Bed Types (3)" from Table A.2**

Original Construction Date (Year)	2004
Renovations: Please list year and details (unit/resident home area, design standards, # beds, reason for renovating)	1) 2) 3) 4)

Number of Units/Resident Home Areas and Beds

<i>Unit/Resident Home Area</i>	Number of Beds
9 Units	27 beds each unit
Total Number of Beds (Ensure total matches "Total # of all Bed Types (3)" from Table A.2	243

Schedule B

Additional Terms and Conditions Applicable to the Funding Model

1.0 Background. The LHINs provide subsidy funding to long-term care home health service providers pursuant to a funding model set by MOHLTC. The current model provides estimated per diem funding that is subsequently reconciled. The current funding model is under review and may change during the Term (as defined below). As a result, and for ease of amendment during the Term, this Agreement incorporates certain terms and conditions that relate to the funding model in this Schedule B.

2.0 Additional Definitions. Any terms not otherwise defined in this Schedule have the same meaning attributed to them in the main body of this Agreement. The following terms have the following meanings:

“Allowable Subsidy” refers to Allowable Subsidy as defined in s. 3 of Reg. 264/07 under LHSIA.

“Construction Funding Subsidy” or “CFS” means the funding that the MOHLTC agreed to provide, or to ensure the provision of, to the HSP, in an agreement for the construction, development, redevelopment, retrofitting or upgrading of beds (a **“Development Agreement”**).

“CFS Commitments” means

- (a) commitments of the HSP related to a Development Agreement, identified in Schedule A of the service agreement in respect of the Home in effect between the HSP and the LHIN on June 30, 2010, and
- (b) commitments of the HSP identified in a Development Agreement in respect of beds that were developed or redeveloped and opened for occupancy after June 30, 2010, (including, without limitation, any commitments set out in the HSP’s Application as defined in the Development Agreement, and any conditions agreed to in the Development Agreement in respect of any permitted variances from standard design standards.)

“Envelope” is a portion of the Estimated Provincial Subsidy that is designated for a specific use. There are four Envelopes in the Estimated Provincial Subsidy as follows:

- (a) the “Nursing and Personal Care” Envelope;
- (b) the “Program and Support Services” Envelope;
- (c) the “Raw Food” Envelope; and
- (d) the “Other Accommodation” Envelope.

“Estimated Provincial Subsidy” means the estimated provincial subsidy to be provided by a LHIN to an HSP calculated in accordance with Applicable Law and Applicable Policy.

“Reconciliation Report” refers to the Reconciliation Report as referenced in s. 3 of Reg 264/07 under LHSIA.

“Term” means the term of this Agreement.

3.0 Provision of Funding.

3.1 In each Funding Year, the LHIN shall advise the HSP of the amount of its Estimated Provincial Subsidy. The amount of the Estimated Provincial Subsidy shall be calculated on both a monthly basis and an annual basis and will be allocated among the Envelopes and other funding streams applicable to the HSP, including the CFS.

3.2 The Estimated Provincial Subsidy shall be provided to the HSP on a monthly basis in accordance with the monthly calculation described in 3.1 and otherwise in accordance with this Agreement. Payments will be made to the HSP on or about the twenty-second (22nd) day of each month of the Term.

3.3 CFS will be provided as part of the Estimated Provincial Subsidy and in accordance with the terms of the Development Agreement and Applicable Policy. This obligation survives any expiry or termination of this Agreement.

4.0 Use of Funding.

4.1 Unless otherwise provided in this Schedule B, the HSP shall use all Funding allocated for a particular Envelope only for the use or uses set out in the Applicable Policy.

4.5 In the event that a financial reduction is determined by the LHIN, the financial reduction will be applied against the portion of the Estimated Provincial Subsidy in the "Other Accommodation" Envelope.

5.0 Construction Funding Subsidies.

5.1 Subject to 5.2 and 5.3 the HSP is required to continue to fulfill all CFS Commitments, and the CFS Commitments are hereby incorporated into and deemed part of the Agreement.

5.2 The HSP is not required to continue to fulfill CFS Commitments that the MOHLTC has acknowledged in writing: (i) have been satisfactorily fulfilled; or (ii) are no longer required to be fulfilled; and the HSP is able to provide the LHIN with a copy of such written acknowledgment.

5.3 Where this Agreement establishes or requires a service requirement that surpasses the service commitment set out in the CFS Commitments, the HSP is required to comply with the service requirements in this Agreement.

5.4 MOHLTC is responsible for monitoring the HSP's on-going compliance with the CFS Commitments. Notwithstanding the foregoing, the HSP agrees to certify its compliance with the CFS Commitments when requested to do so by the LHIN.

6.0 Reconciliation.

6.1 The HSP shall complete the Reconciliation Reports and submit them to MOHLTC

in accordance with Schedule C. The Reconciliation Reports shall be in such form and containing such information as required by Applicable Law and Applicable Policy or as otherwise required by the LHIN pursuant this Agreement.

6.2 The Estimated Provincial Subsidy provided by the LHIN under section 3.0 of this Schedule shall be reconciled by the LHIN in accordance with Applicable Law and Applicable Policy to produce the Allowable Subsidy.

Schedule C – Reporting Requirements

1. In-Year Revenue/Occupancy Report	
Reporting Period	Estimated Due Dates ¹
2019 – Jan 01-19 to Sept 30-19	By October 15, 2019
2020 – Jan 01-20 to Sept 30-20	By October 15, 2020
2021 – Jan 01-21 to Sept 30-21	By October 15, 2021
2. Long-Term Care Home Annual Report	
Reporting Period	Estimated Due Dates ¹
2019 – Jan 01-19 to Dec 31-19	By September 30, 2020
2020 – Jan 01-20 to Dec 31-20	By September 30, 2021
2021 – Jan 01-21 to Dec 31-21	By September 30, 2022
3. French Language Services Report	
Fiscal Year	Due Dates
2019-20 – Apr 01-19 to March 31-20	April 30, 2020
2020-21 – Apr 01-20 to March 31-21	April 30, 2021
2021-22 – Apr 01-21 to March 31-22	April 30, 2022
4. OHRS/MIS Trial Balance Submission	
2018-2019	
Q3 – Apr 01-18 to Dec 31-18 (Fiscal Year)	Due Dates (Must pass 3c Edits) January 31, 2019 – Optional Submission
Q3 – Jan 01-18 to Sep 30-18 (Calendar Year)	
Q4 – Apr 01-18 to March 31-19 (Fiscal Year)	May 31, 2019
Q4 – Jan 01-18 to Dec 31-18 (Calendar Year)	
2019-2020	
Q2 – Apr 01-19 to Sept 30-19 (Fiscal Year)	Due Dates (Must pass 3c Edits) October 31, 2019
Q2 – Jan 01-19 to June 20-19 (Calendar Year)	
Q3 – Apr 01-19 to Dec 31-19 (Fiscal Year)	January 31, 2020 – Optional Submission
Q3 – Jan 01-19 to Sep 30-19 (Calendar Year)	
Q4 – Apr 01-19 to March 31-20 (Fiscal Year)	May 31, 2020
Q4 – Jan 01-19 to Dec 31-19 (Calendar Year)	
2020-2021	
Q2 – Apr 01-20 to Sept 30-20 (Fiscal Year)	Due Dates (Must pass 3c Edits) October 31, 2020
Q2 – Jan 01-20 to June 20-20 (Calendar Year)	
Q3 – Apr 01-20 to Dec 31-20 (Fiscal Year)	January 31, 2021 – Optional Submission
Q3 – Jan 01-20 to Sep 30-20 (Calendar Year)	
Q4 – Apr 01-20 to March 31-21 (Fiscal Year)	May 31, 2021
Q4 – Jan 01-20 to Dec 31-20 (Calendar Year)	
2021-2022	
Q2 – Apr 01-21 to Sept 30-21 (Fiscal Year)	Due Dates (Must pass 3c Edits) October 31, 2021
Q2 – Jan 01-21 to June 20-21 (Calendar Year)	
Q3 – Apr 01-21 to Dec 31-21 (Fiscal Year)	January 31, 2022 – Optional Submission
Q3 – Jan 01-21 to Sep 30-21 (Calendar Year)	
Q4 – Apr 01-21 to March 31-22 (Fiscal Year)	May 31, 2022
Q4 – Jan 01-21 to Dec 31-21 (Calendar Year)	
5. Compliance Declaration	

¹ These are estimated dates provided by the MOHLTC and are subject to change. If the due date falls on a weekend, reporting will be due the following business day.

Funding Year	Due Dates
January 1, 2019 – December 31, 2019	March 1, 2020
January 1, 2020 – December 31, 2020	March 1, 2021
January 1, 2021 – December 31, 2021	March 1, 2022

Schedule C – Reporting Requirements Cont'd

6. Continuing Care Reporting System (CCRS)/RAI MDS

Reporting Period	Estimated Final Due Dates ¹
2018-2019 Q4	May 31, 2019
2019-2020 Q1	August 31, 2019
2019-2020 Q2	November 30, 2019
2019-2020 Q3	February 29, 2020
2019-2020 Q4	May 31, 2020
2020-2021 Q1	August 31, 2020
2020-2021 Q2	November 30, 2020
2020-2021 Q3	February 28, 2021
2020-2021 Q4	May 31, 2021
2021-2022 Q1	August 31, 2021
2021-2022 Q2	November 30, 2021
2021-2022 Q3	February 28, 2022
2021-2022 Q4	May 31, 2022

7. Staffing Report

Reporting Period	Estimated Due Dates ¹
January 1, 2019 – December 31, 2019	July 3, 2020
January 1, 2020 – December 31, 2020	July 2, 2021
January 1, 2021 – December 31, 2021	July 1, 2022

8. Quality Improvement Plan

(submitted to Health Quality Ontario (HQO))

Planning Period	Due Dates
April 1, 2019 – March 31, 2020	April 1, 2019
April 1, 2020 – March 31, 2021	April 1, 2020
April 1, 2021 – March 31, 2022	April 1, 2021

Schedule D – Performance

1.0 Performance Indicators

The HSP's delivery of the Services will be measured by the following Indicators, Targets and where applicable Performance Standards. In the following table: *n/a* means 'not-applicable', that there is no defined Performance Standard for the indicator for the applicable year. *tbd* means a Target, and a Performance Standard, if applicable, will be determined during the applicable year.

INDICATOR CATEGORY	INDICATOR P=Performance Indicator E=Explanatory Indicator M=Monitoring Indicator	2019/20	
		Performance	
		Target	Standard
Organizational Health and Financial Indicators	Debt Service Coverage Ratio (P)	1	≥1
	Total Margin (P)	0	≥0
Coordination and Access Indicators	Percent Resident Days – Long Stay (E)	n/a	n/a
	Wait Time from LHIN Determination of Eligibility to LTC Home Response (M)	n/a	n/a
	Long-Term Care Home Refusal Rate (E)	n/a	n/a
	Percentage of Residents Who Fell in the Last 30 days (M)	n/a	n/a
Quality and Resident Safety Indicators	Percentage of Residents Whose Pressure Ulcer Worsened (M)	n/a	n/a
	Percentage of Residents on Antipsychotics Without a Diagnosis of Psychosis (M)	n/a	n/a
	Percentage of Residents in Daily Physical Restraints (M)	n/a	n/a
		n/a	n/a

Schedule D – Performance

2.0 LHIN-Specific Performance Obligations

The number of visits to the emergency department (ED) made by residents of long-term care homes (LTCH) per 100 LTCH residents.

Facility	Baseline	Target (12% Improvement)	Corridor (10% Improvement)
Dearness Home	9.5%	8.37%	8.56%

Schedule E – Form of Compliance Declaration

DECLARATION OF COMPLIANCE

Issued pursuant to the Long Term Care Service Accountability Agreement

To: The Board of Directors of the [insert name of LHIN] Local Health Integration Network (the "LHIN"). Attn: Board Chair.

From: The Board of Directors (the "Board") of the [insert name of License Holder] (the "HSP")

For: [insert name of Home] (the "Home")

Date: [insert date]

Re: January 1, 2019 – December 31, 2019 (the "Applicable Period")

The Board has authorized me, by resolution dated [insert date], to declare to you as follows:

After making inquiries of the [insert name and position of person responsible for managing the Home on a day to day basis, e.g. the Chief Executive Office or the Executive Director] and other appropriate officers of the HSP and subject to any exceptions identified on Appendix 1 to this Declaration of Compliance, to the best of the Board's knowledge and belief, the HSP has fulfilled, its obligations under the long-term care service accountability agreement (the "Agreement") in effect during the Applicable Period.

Without limiting the generality of the foregoing, the HSP confirms that

- (i) it has complied with the provisions of the *Local Health System Integration Act, 2006* and with any compensation restraint legislation which applies to the HSP; and
- (ii) every Report submitted by the HSP is accurate in all respects and in full compliance with the terms of the Agreement;

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the Agreement between the LHIN and the HSP effective April 1, 2019.

[insert name of individual authorized by the Board to make the Declaration on the Board's behalf],
[insert title]

Schedule E – Form of Compliance Declaration Cont'd.

Appendix 1 - Exceptions

[Please identify each obligation under the LSAA that the HSP did not meet during the Applicable Period, together with an explanation as to why the obligation was not met and an estimated date by which the HSP expects to be in compliance.]



March 4, 2022

Kevin Dickins
Managing Director Housing, Social Services
and Dearthness Home
The Corporation of the City of London
710 Southdale Road East
London ON, N6E 1R8

DELIVERED ELECTRONICALLY

Dear Kevin:

Re: CCA s. 20 Notice and Extension of Long-Term Care Home Service Accountability Agreement (“Extending Letter”)

The *Connecting Care Act, 2019* (“CCA”) requires Ontario Health (“OH”) to notify a health service provider when OH proposes to enter into, or amend, a service accountability agreement with that health service provider.

OH hereby gives notice and advises Dearthness Home for Senior Citizens, 1483 (the “HSP”) of OH’s proposal to amend the long-term care home service accountability agreement (as described in the CCA) currently in effect between OH and the HSP (the “SAA”).

Subject to the HSP’s acceptance of this Extending Letter, the SAA will be amended with effect on March 31, 2022 as set out below. All other terms and conditions of the SAA will remain in full force and effect.

The terms and conditions in the SAA are amended as follows:

- 1) **Term** – In section 2.1, “March 31, 2022” is deleted and replaced by “March 31, 2023”.
- 2) **Schedules** – The Schedules in effect on March 31, 2022 shall remain in effect until March 31, 2023, or until such other time as may be agreed to in writing by OH and the HSP.

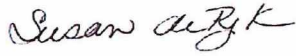
Unless otherwise defined in this letter, all capitalized terms used in this letter have the meanings set out in the SAA.

Please indicate the HSP’s acceptance and agreement to the amendments described in this Extending Letter by signing below and returning one full electronic copy of this letter by e-mail no later than the end of business day on March 25, 2022, to Jolene Sankey, Administrative Assistant at OH-West-Reports@ontariohealth.ca.

The HSP and OH agree that the Extending Letter may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature.

Should you have any questions regarding the information provided in this Extending Letter, please contact Mark Brintnell, Vice President, Performance, Accountability and Funding Allocation at Mark.Brintnell@ontariohealth.ca.

Sincerely,



Susan deRyk
Chief Regional Officer
Ontario Health Central and West


c. Matt Anderson, Chief Executive Officer of Ontario Health

Signature page follows

AGREED TO AND ACCEPTED BY

The Corporation of the City of London
Dearness Home for Senior Citizens


By:



[Please Insert Name, Title (e.g. ED or CEO)]
I have authority to bind the health service provider.

Date: MAR 22 2022
mm/dd/yyyy

And By: ~~Ed Holder, Mayor~~ Josh Morgan, Deputy Mayor




[Please Insert Name, title of Chair >>]
I have authority to bind the health service provider.

Date: MAR 22 2022
mm/dd/yyyy

Michael Schulthess, City Clerk

APPROVED AS TO FORM ONLY


Date:
2022.03.17
11:34:00 -04'00'

Dearness Home Committee of Management

To: Chair and Members
Dearness Home Committee of Management

From: Kevin Dickins, Deputy City Manager Social and Health Development

Subject: Orientation Briefing For Dearness Home Committee of Management (Overview of Home and Role of Committee of Management)

Date: February 7, 2023

Recommendation

That, on the recommendation of the Administrator, Dearness Home and the Managing Director, Housing, Social Services and Dearness Home, that;

- i) the following report including orientation information for the Dearness Home Committee of Management **BE RECEIVED** for information; and that
- ii) the Managing Director, Housing, Social Services and Dearness Home **BE DIRECTED** to advise the Licensee, the Corporation of the City of London, of the orientation conducted with the Committee of Management and the information shared.

Linkage to the Corporate Strategic Plan

Dearness Home works toward the goal of Leading in Public Service by always seeking to improve services for the residents and their families.

The City of London is committed to working in partnership with the community to identify solutions that will drive a strong, deep and inclusive community recovery for London as we move out of and beyond the global COVID-19 pandemic.

Analysis

1.0 Background Information:

1.1 Background:

In order to support the members of the Dearness Home Committee of Management in understanding and fulfilling their responsibilities of ensuring that the Corporation complies with the *Fixing Long-Term Care Act, 2021* (FLTCA, or "Act"), a plan of orientation, education and information / resource-sharing has been developed. Information/ resource-sharing included in this orientation report to the Committee of Management will cover the following areas:

- Overview of the Dearness Home and Service Provision
- Legislative and Regulatory Requirements
- Roles and Responsibilities – Committee of Management, Licensee, Regulated staff
- Overview of other key requirements of the FLTCA.

Although the Act does not require the Committee of Management to report to the Licensee (the Corporation of the City of London), Civic Administration is seeking the Committee's support in sharing orientation information with the Licensee (through the Community and Protective Services Committee and Council) to support broader understanding of the services provided at the home and the legislative and regulatory requirements. In addition to this report, the Committee of Management will also receive an orientation presentation attached as Appendix B and a copy of a municipal long-term care home brief, attached as Appendix C to this report.

1.2 Overview of Dearness Home and services provided:

The Dearness Home is a long-term care facility at 710 Southdale Road East owned and operated by The Corporation of the City of London. The home was originally opened in June, 1954 and provided services to 300 residents as well as apartments and rooms for couples and singles. The

home was renovated in both 1958-59 and 1970-71 with the capacity rising to 372 residents.

In 2000, City Council approved a redevelopment for the home and in 2002 entered into an “Agreement for Redevelopment of Long-term Care Facility Beds” with the Ministry of Health and Long-Term Care (MOHLTC). Provincial funding was provided to build a new home and redevelop 243 beds in accordance with provincial standards and at a capital cost of \$40 million. The new home opened in 2005 and has been providing supports since that time. While not falling under the purview of the Committee of Management, an Adult Day program (30 participants per day) also operates out of the building at 710 Southdale.

The home is funded through a cost share relationship with the provincial government, specifically the Ministry, which is now the Ministry of Long-Term Care (MLTC). The provincial funding is flowed through Ontario Health with which the City has a service accountability agreement the Long-Term Care Home Service Accountability Agreement (L-SAA).. Inspections of the long-term care services are conducted by MLTC and are most often unannounced, in response to concerns or complaints received, as follow up to issues identified at the home or, in some cases, announced including as part of the Proactive Inspection Program. Dearness Home is accredited by the Commission on Accreditation on Rehabilitation Facilities (CARF).

In 2013, the city contracted with Extendicare (Canada) Inc. for the provision of long-term care consulting services and Administrator services at the home. In September 2018, following a leadership model review, the City hired a full time Administrator (city staff person) to oversee services at the home and lead the staff team. On October 31, 2018, the agreement with Extendicare officially expired.

The City of London is a member of AdvantAge Ontario, a provincial membership-based organization that has represented not-for-profit providers of long-term care, services and housing for seniors for 100 years. In addition to providing educational support to both civic staff and board/council members, AdvantAge Ontario (AAO) advocates on behalf of municipal and not-for-profit providers with the provincial government and other regulatory bodies. A copy of a municipal LTC brief created by AAO and shared with municipalities is attached as Appendix C to this report.

1.3 Governance of the Home - Legislative and Regulatory Requirements:

Long-term care homes in Ontario are governed by the *Fixing Long-Term Care Act, 2021 (FLTCA*, or “Act”). The Act, and its accompanying regulations (Regulation 256/22) which came into effect on April 11, 202, are very prescriptive and outline roles, responsibilities and requirements for service provision and for stakeholders. Under the Act, the Corporation of the City of London is a “licensee”, defined to include “the municipality ...that maintains a municipal home...approved under Part IX of the Act.

The role of the Licensee (the Corporation) is to comply with the Act. Section 122 of the Act reinforces the mandatory requirement for the City to operate a home, stating that “Every southern municipality that is an upper or single-tier municipality shall establish and maintain a municipal home...”^a.

The Act and Ontario Regulation 256/2 differentiate municipal homes (Part IX homes) from private and not-for-profit with regard to key governance requirements. As an example, for municipalities, subsections 75 (1) and (2) require that every member of the committee of management shall ensure that the corporation complies with all requirements under this Act.

1.4 Committee of Management:

The Committee of Management serves as an oversight body to ensure the Corporation complies with the requirements under the Act. The Committee of Management is only authorized to deal with matters that fall under the FLTCA. Under Section 135, Municipal Council is **required** to appoint a committee of management for the home, from members of Council. With respect to the Corporation, the Committee of Management has adopted the Terms of Reference contained in City of London By-law A.-6582-255, as amended (Copy attached in Appendix A).

The main duty of every member of the Committee of Management is set out in section 75 of the FLTCA [paraphrased]:

^a S. 122(2) provides that the requirement in ss. (1) can be met if the southern municipality participates in the establishment and maintenance of a joint home or helps maintain a municipal home or joint home under an agreement under s. 124.

Every member of the Committee of Management shall ensure that the corporation complies with all requirements under the Act.

It is an offence for a member of the Committee of Management to fail to comply with section 75 of the LTCHA (maximum fine amount for a committee member is \$4000). If the Corporation of the City of London fails to comply with the Act, penalties can be as high as \$1,000,000.

Other legislation also governs the Committee. The Committee is a “local board” as defined under the *Municipal Act* and is therefore subject to the “open meeting” requirements of the *Municipal Act*. However, Municipal Council has no authority under the *Municipal Act* to pass by-laws:

- for the governance structure of the Committee of Management (s. 10(6) MA)
- for the accountability and transparency of the Committee of Management or its operations
- to dissolve or change the Committee of Management. (s. 216(3) MA)
- to establish codes of conduct for members of the Committee of Management (s. 223.1 MA).

The *Municipal Conflict of Interest Act* also applies to the committee and committee members are required to declare any pecuniary interests. The Committee of Management is separate and apart from Council and can only be composed of members of municipal Council. A member of the Committee of Management cannot be a member of the Family Council for the home.

With respect to records, the *Municipal Freedom of Information and Protection of Privacy Act* applies to records of the Committee of Management and any requests a member receives for records of the Committee should be directed to the Clerk’s office.

Committee members may consider exercising due diligence in fulfilling their obligations (e.g. full and candid discussion, independence, participation, and preparation).

2.0 Other Obligations for Committee of Management members:

- The Committee of Management and its members will receive information and may receive concerns related to services with the home. Under the Residents’ Bill of Rights, every resident “a person admitted to and living in a long-term care home”, has right to raise concerns or recommend changes in policies and services on behalf of himself/herself or others to a member of the Committee of Management (s. 3 FLTCA).
- Any person, and therefore any member of the Committee has this obligation, who has reasonable grounds to suspect that any of the following has occurred or may occur shall immediately report the suspicion and the information upon which it is based to the Ministry Director (s. 28 FLTCA):
 - Improper or incompetent treatment or care of a resident that resulted in harm or a risk of harm to the resident.
 - Abuse of a resident by anyone or neglect of a resident by the licensee or staff that resulted in harm or a risk of harm to the resident.
 - Unlawful conduct that resulted in harm or a risk of harm to a resident.
 - Misuse or misappropriation of a resident's money.
 - Misuse or misappropriation of funding provided to a licensee under this Act, the *Local Health System Integration Act, 2006*, or the *Connecting Care Act, 2019*.

A Committee of Management member is guilty of an offence if they fail to make a report required by section 28. A Committee of Management member is also guilty of an offence if they:

- (a) coerce or intimidate a person not to make a report required by this section;
- (b) discourage a person from making a report required by this section; or
- (c) authorize, permit or concur in a contravention of the duty to make a report required by this section.

Individuals could face penalties of not more than \$200,000.00.

There is also a Prohibition against Discouraging a person from disclosing anything to an Inspector, the Director, or giving evidence in a proceeding.

- Section 30 of the FLTCA provides “Whistle-blowing protection” for individuals that either disclose information to an inspector; disclose information to the Director; or provide evidence in a proceeding (such as court, inquest, or tribunal hearing). The Act forbids anyone from retaliating against another person who provides such information. Retaliation includes dismissing a staff member; disciplining or

suspending a staff member; imposing a penalty upon any person; or intimidating, coercing or harassing any person.

- It is an offence for any person to do anything that discourages any person from “whistle-blowing” under s. 30. (s. 30(5) FLTCA)
- It is an offence for any person to do anything to encourage a person to fail to do “whistle-blow” under s. 30 (s. 30(6)FLTCA).
- While the Act is unclear whether penalties are limited for this offence, it does indicate that penalties for a first offence could be maximum of \$200,000 and/or imprisonment for not more than 12 months; penalties for a subsequent offence could be a maximum of \$400,000 and/or imprisonment for not more than 12 months.
- The Corporation still faces the maximum fine amounts if it is guilty of an offence under the Act (up to \$1,000,000). Other individuals including administration at the home face the maximum fine amounts if guilty of an offence under the Act and/or up to 1 year imprisonment.

Committee members are advised that there is a Council Indemnification By-law (A-5) that may apply in these situations. The Corporation shall indemnify a member of Council in respect of any civil, criminal or administrative action or proceeding by a third party arising out of acts or omissions done or made by such person in their capacity as or by reason of being or having been a member of the Council, including acting in the performance of any statutory duty imposed by any general or special Act, if: (a) [they] acted honestly and in good faith with a view to the best interests of the Council or the Corporation; and (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, [they] had reasonable grounds for believing that his conduct was lawful.

The Province has the ability to issue Administrative Penalties ranging from \$1100 to \$11,000 each.

3.0 Role of key staff positions in home:

There are various staff roles within the home including nursing and personal support staff, environmental supports, activation resources and administrative team members. Three specific roles are required under the act:

Administrator (Section 76, FLTCA)

The Administrator shall:

- be in charge of the long-term care home and be responsible for its management
- perform any other duties provided for in the regulations (see Reg. 256/22s. 249).
- work regularly in that position on site at the home for at least 35 hours per week
- meet certain education requirements, working experience requirements, have demonstrated leadership and communications skills; enrolled in or completed a program in long-term care home administration or management that is a minimum of 100 hours

At the time, the Administrator at Dearness Home meets requirements of legislation. Other management staff in the home including the current Director of Care as well as the Managing Director, Housing, Social Services and Dearness Home, also meet the educational requirements having taken the AdvantAge Ontario administrator certification course.

Director of Nursing and Personal Care (Section 77 FLTCA) (known as Director of Care at Dearness)

The Director of Nursing and Personal Care shall:

- supervise and direct the nursing staff and personal care staff of the long-term care home and the nursing and personal care provided by them;
- perform any other duties provided for in the regulations
- be a registered nurse, work full time in that position.

The Director of Care at Dearness Home meets these requirements.

Medical Director (Section 78, FLTCA)

The Medical Director shall:

- be a physician
- advise the licensee on matters relating to the medical care in the long-term care home (and in performing this duty shall consult with the Director of Nursing and Personal Care and other health care professionals working in the home)

- perform any other duties provided for in the regulations
- complete the Ontario Long-term Care Clinicians' Medical Director course within 12 months;
- be on-site a minimum number of hours
- have the following responsibilities and duties (ss. 251(4) Reg. 256/22) :
 - development, implementation, monitoring and evaluation of medical services
 - advising on clinical policies and procedures
 - communication of expectations to attending physicians and registered nurses in the extended class, including communicating relevant medical policies and procedures;
 - addressing issues relating to resident care, after-hours coverage and on-call coverage
 - attendance and participation in interdisciplinary committees and quality improvement activities;
 - providing oversight of resident clinical care in the home.

The Medical Director at Dearness Home meets these requirements.^b

4.0 Other Obligations under the Fixing Long-Term Care Act

In addition to the information outlined above, there are a number of key compliance and legislative requirements outlined through the FLTCA that are important for Committee Members to be aware of. This information is provided for Committee members at this point and over the next several meetings of the Committee, information related to these requirements and current status at the home will be reviewed:

Part II: Residents: Rights, Care and Services

1. The **Residents' Bill of Rights** (s. 3): the licensee shall ensure these rights of residents are fully respected and promoted. The Bill of Rights can be enforced by a resident against the licensee as if it were a contract;
2. The Home is required to have a **mission statement**
3. The Home must be a **safe and secure environment** for its residents. Specific requirements exist in the Regulation for the following: Doors in a home; elevators; floor space; furnishings; privacy curtains; shower grab bars; bed rails; windows; communication and response system; lighting; generators; cooling requirements; air temperature; plumbing; compliance with manufacturers' instructions
4. There must be a **plan of care for each resident**, and the home must ensure that the resident is reassessed and the plan of care is reviewed and revised at least every six months. The home has a duty to ensure that the care set out in the plan is provided. Requirements for what is contained in plan of care and how it is determined are set out in the Regulation.
5. The Home must ensure that certain nursing services and personal support services are provided including:
 - nursing and personal support (specific requirements in Regs re personal care, bathing, oral care, foot and nail care, transferring and positioning techniques; personal items and personal aids; notification re personal belongings; mobility devices; dress; bedtime and rest routines; end-of-life care; communications methods; availability of supplies); palliative care
 - restorative care (transferring and positioning; therapy services; social work and social services work);
 - recreational and social activities;
 - dietary services and hydration (nutrition care and hydration programs, weight changes, menu planning; food production; dining and snack service; registered dietitian; nutrition manager, cooks, food service workers);
 - medical services (attending physician);
 - information and referral assistance;
 - religious and spiritual practices; and
 - accommodation services (housekeeping, pest control, laundry service, maintenance services, hazardous substances)
 - written policy regarding pets in the home
 - an organized volunteer program in place

Required interdisciplinary programs must also be in place including:

- Falls prevention and management;

^b A new agreement with the same Medical Director is expected to be finalized soon.

- Skin and wound care;
 - Continence care and bowel management;
 - Pain management
6. The home must demonstrate that it has implemented processes to ensure appropriate Qualifications of Personal Support Workers.
 7. The home must ensure that a registered nurse be on duty in the home 24 hours a day, seven days a week.
 8. The home must implement a program developed for Responsive Behaviours of residents.

Prevention of Abuse and Neglect

- The Home is required to protect residents from abuse by anyone and shall ensure that residents are not neglected by staff. The home must ensure that there is a written policy to promote zero tolerance of abuse and neglect of residents, and shall ensure that the policy is complied with;

Reporting Requirements

- Broad reporting requirements exist. If a written complaint is received concerning the care of a resident or the operation of the home, the home shall immediately forward the complaint to the Director (MLTC)
- The Home must immediately investigate and take appropriate action for each alleged, suspected or witnessed incident of abuse or neglect;
- There are mandatory reporting requirements. Any person who has reasonable grounds to suspect improper or incompetent treatment or care, abuse or neglect or unlawful conduct which results in harm or risk of harm to residents or misuse or misappropriation of a resident's money or funding for the home must immediately report the suspicion and the information upon which it is based to the Director. It is an offence for an officer or member of the Committee of Management, a staff member, or someone who works in a professional capacity with the residents or home to fail to report, or to encourage suppression of a report;
- Immediate mandatory reporting to the Director of critical incidents is required e.g..an emergency; unexpected or sudden death; resident missing for 3 or more hours; a missing resident who returns to the home with an injury; outbreak of reportable disease or communicable disease; contamination of the drinking water supply.
- mandatory reporting to the Director within one business day (resident missing for less than 3 hours; environmental hazard; missing or unaccounted for controlled substance; injury in respect of which person is taken to hospital; medication incident or adverse drug reaction in respect of which a resident is taken to hospital)

Whistle-blowing Protection

- Whistle-blowing protection is provided for all persons, including staff, residents and volunteers who disclose information to the Director or inspector or give evidence in a proceeding or inquest. There is a prohibition against retaliation against such individuals. The Ministry must immediately visit the home if there is information of serious harm or risk of serious harm to a resident or if there is information of retaliation or threats of retaliation against a person who has made a report of abuse or neglect;

Minimizing of Restraints

- The Act requires provisions relating to the use of restraints and requires the home to ensure that there is a written policy to minimize the use of restraints. The home must ensure that the residents are not restrained for reasons of convenience or discipline, and that specific types of restraint are used only as provided in the Act; common law duty to restrain or confine a person when immediate action is necessary to prevent serious bodily harm to the persons or others is preserved. The Home must ensure that the use of Personal Assistive Devices is used to assist a resident with routine activity of living only if its use is included in the resident's plan of care.

Drugs and Medications

- The home must develop an interdisciplinary medication management system with written policies and protocols.

Part III: Admission of Residents

Admission agreements between the Home and any individual receiving services are required (one for accommodation services, the other for any other services).

Part IV: Councils

The Home must have a Residents' Council and may have a Family Council. The Dearness Home has both and both are extremely active within the home and support the overall administrative and service provision.

Part V: Operation of the Home

Staffing:

- The home must have an Administrator, a Director of Nursing and Personal Care and a Medical Director, meeting both the qualifications and the requisite minimum working hours as indicated previously. Other staffing including nurses, nurse practitioners, personal support workers, dietary and environmental supports and activation staff are also necessary (although not mandated by legislation)

Training:

- The home must ensure all staff have received required training, and annual retraining. Direct care staff must receive training in: abuse recognition and prevention; mental health issues; behaviour management; how to minimize restraining of residents; palliative care; fall prevention and management; skin and wound care; continence care and bowel management; pain management; training in use of physical devices.

Orientation for Volunteers:

- The home must develop an orientation for volunteers.

Information Package

- The home must provide a package of information to the resident or their substitute decision-maker including prescribed information.

Posting of Information

- Home must post certain prescribed information.

Quality Improvement Program

- The home must develop and implement a quality improvement and utilization review system that monitors, analyzes, evaluates and improves the quality of the accommodation, care, services, programs and goods provided to the residents. Must survey residents and families annually to measure their satisfaction with the home.

Infection prevention and control program

- The home must have an infection prevention and control program.

Emergency Plans

- The home must have written emergency plans in place; must test, evaluate, update and review them with staff. They must deal with: fires, community disasters, violent outbursts, bomb threats, medical emergencies, chemical spills, situations involving missing resident, and loss of one or more essential services).

MLTC Reporting

- The home must submit a report to the Director (MHLTC) annually.

Requirements for Recording

- The home must establish and implement processes for the creation, retention and updating of resident records and staff records

Requirements for Financial Process for Residents

- The home must establish trust accounts for residents (maximum amount of \$5000)

5.0 Summary:

As this overview demonstrates, the business of operating a municipal long-term care home is highly regulated and predicated on the compliance requirements outlined in the FLTCA. The role

of the Committee of Management of Dearness Home is to oversee the provision of service at the home and identify and ensure compliance. It is important to note, however, that while efforts to meet and maintain compliance consistent with the Act are the primary goal of Dearness administration, it is difficult to unequivocally confirm that the home is compliant with all requirements at all times.

Communication from Civic Administration to the Committee of Management will occur consistent with protocols established in September 2013. The September 9 2013 report Reporting Mechanisms for the Dearness Home Committee of Management, attached as Appendix D.

The Ministry, through its inspection processes, will determine any issues and where necessary, issue written notices and/ or written orders, requiring the Licensee to address specific issues. The Ministry may also issue Administrative Monetary Penalties. In keeping with current practices, the Administrator's report submitted to each meeting of the Dearness Committee of Management will outline all identified issues of non-compliance. Copies of all publicly available MLTC inspection reports will also be provided to the Committee of Management as part of the Administrator's report. With the exception of Compliance Orders, these reports will be provided at the scheduled Committee meetings. The Administrator of the home will continue to advise the Deputy City Manager of any findings of non-compliance made by the MLTC, providing information immediately upon receipt of the notification and a copy of the public written report once received from the Ministry. Should a Compliance Order be received, the Administrator or designate will immediately advise the Deputy City Manager who will then initiate the reporting protocol for Urgent/ Critical Issues, which includes notification to the Committee Chair. A copy of the Compliance Order will be provided thereafter, as soon as it is received from the Ministry. It is important to note that there is often a lag between when the home receives the written inspection report and when a public version of the report is posted on the Ministry's website. These reports are also available online at <http://publicreporting.ltchomes.net/en-ca/homeprofile.aspx?Home=M514>.

It is also important to note that despite the highly regulated environment, Dearness Home is a "home" to 243 residents and services provided there are supported by residents' families, community partners and members of the public. Dearness administration and staff are committed to the residents of Dearness Home and to providing effective supports across the home.

CC: L. Livingstone, City Manager
J. Millman, Senior Financial Business Administrator
L. Marshall, Solicitor
A. Hagan, Manager, Labour Relations

Bill No. 339
2010

By-law No. A.-6582-255

A By-law to establish a Committee of Management for the Dearness Home in accordance with section 132 of the *Long-Term Care Homes Act, 2007*.

WHEREAS the *Long Term Care Homes Act, 2007* requires a municipality to establish and maintain a long-term care home;

AND WHEREAS The Corporation of the City of London has established and maintains a long-term care home known as the Dearness Home;

AND WHEREAS section 132 of the *Long-Term Care Homes Act, 2007* provides that the council of a municipality establishing and maintaining a long-term care home shall appoint from among the members of the council a committee of management for the home;

AND WHEREAS section 284 of O.Reg. 79/10 provides that a committee of management appointed under section 132 of the *Long-Term Care Homes Act, 2007* shall, in the case of a municipal home, be composed of not fewer than three members;

AND WHEREAS section 333 of O.Reg. 79/10 provides that a committee of management appointed under section 8 of the *Homes for the Aged and Rest Homes Act* continues as a committee of management under section 132 of the *Long-Term Care Homes Act, 2007*.

AND WHEREAS the Municipal Council enacted By-law No. A.-5969-54 to appoint the members of The Corporation of the City of London's Community and Protective Services Committee, as they are appointed from time to time, to the Committee of Management for the Dearness Home pursuant to the *Homes for the Aged and Rest Homes Act*;

AND WHEREAS effective December 1, 2010, the Community and Protective Services Committee will no longer form part of The Corporation of the City of London's governance structure;

AND WHEREAS Council of The Corporation of the City of London deems it appropriate to establish a new governance model for the Committee of Management for the Dearness Home in accordance with section 132 of the *Long-Term Care Homes Act, 2007*;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The attached Terms of Reference (Schedule 1) to establish a Committee of Management for the Dearness Home be adopted.
2. That By-law No. A.-5969-54 to appoint members of The Corporation of the City of London's Community and Protective Services Committee, as they are appointed from time to time to the Committee of Management for the Dearness Home pursuant to the *Homes for the Aged and Rest Homes Act*, be repealed.
3. This by-law shall come into force and effect on December 1, 2010.

PASSED in Open Council September 20, 2010



Anne Marie DeCicco-Best
Mayor



Catharine Saunders
City Clerk

First Reading - September 20, 2010
Second Reading - September 20, 2010
Third Reading - September 20, 2010

TERMS OF REFERENCE

COMMITTEE OF MANAGEMENT FOR THE DEARNESS HOME

COMPOSITION

The Committee of Management will be composed of five (5) appointed members of Municipal Council.

TERM OF OFFICE

The term of office for the members of the Committee of Management shall coincide with the term of office of members of Municipal Council.

APPOINTMENT POLICIES

On the day immediately following the Inaugural Meeting of a new Municipal Council, a meeting of the Committee of the Whole shall be convened to make recommendations to the Municipal Council, at a Council meeting on the same day as the Committee of the Whole meeting, with respect to the appointment of Council Members to the Committee of Management. In advance of the Committee of the Whole meeting, the City Clerk shall provide members of the Council-Elect with a communication briefly describing the mandate of the Committee of Management to which Council Members are to be appointed, and providing a document on which each Council Member Elect is to indicate their desire to be appointed to the Committee of Management. This document shall be returned to the City Clerk, by a specific date, in order to form part of the agenda for the Committee of the Whole meeting.

VACANCIES

In the event of a vacancy on the Committee of Management becomes available during a Council Term, after appointments have been made at the commencement of the Council Term, the City Clerk shall canvass the Council Members to determine which Council Members would be interest in filling the vacancy. The names of the Council Members who have expressed an interest in filling the vacancy shall be placed on an agenda of the Committee of the Whole, at the earliest opportunity, for a nomination to be brought forward to Municipal Council for consideration.

MEETINGS

The Committee of Management will meet a minimum of four times a year.

The first meeting will be called by the City Clerk, or his or her designate. Subsequent meetings shall be at the call of the Chair, in consultation with the Committee Secretary. All time frames established in the *Long-Term Care Homes Act, 2007* and regulations shall be adhered to.

The Chair shall cause notice of the meetings, including the agenda for the meetings, to be provided to members of the Committee a minimum of three (3) business days prior to the date of each meeting.

Quorum for meetings shall consist of a majority of the members of the Committee.

Minutes of each meeting shall outline the general deliberations and specific actions and recommendations that result.

CHAIR

The Committee members will select a Chair from amongst its members at its first meeting.

DUTIES

The Committee of Management may provide information reports to Municipal Council. The duties of the members of the Committee of Management are set out in the *Long Term Care Homes Act, 2007*. These duties are as follows:

- (a) To exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances; and

(b) To take such measures as necessary to ensure that the corporation complies with all requirements of the *Long Term Care Homes Act, 2007*.

The members of the Committee of Management also have a duty under s. 24 to report their suspicion to the Director of: improper or incompetent treatment or care of a resident that resulted in harm or a risk of harm to the resident; abuse of a resident by anyone or neglect of a resident by the licensee or staff that resulted in harm or a risk of harm to the resident; unlawful conduct that resulted in harm or a risk of harm to a resident; misuse or misappropriation of a resident's money; misuse or misappropriation of funding provided to a licensee under the Act or the *Local Health System Integration Act, 2006*.

In fulfilling its duties, the Committee of Management may wish to:

- receive reports from the General Manager of Community Services with respect to administration of the Dearness Home and the fulfillment of the duties and obligations under the *Long Term Care Homes Act, 2007*.

The fundamental principle to be applied in the interpretation of the Act and anything required or permitted under the Act is that a long-term care home is primarily the home of its residents and is to be operated so that it is a place where they may live with dignity and in security, safety and comfort and have their physical, psychological, social, spiritual and cultural needs adequately met.

STAFF RESOURCES

The Clerk will provide administrative support to the Committee of Management. The Clerk shall carry out any duties to implement the Committee of Management's decisions.

Members will not receive remuneration.

MEETING PROCEDURES

Meetings of the Committee shall be covered by the Council Procedure By-law, Legislation.

The City's web site will be used to communicate the meeting notices and agendas.

CLOSED MEETINGS

Meetings of the Committee will be conducted in public subject to the need to meet in closed session for purposes authorized by section 239 of the *Municipal Act, 2001*.

LOCATION OF MEETINGS

All meetings will be generally held at City Hall, with a minimum of one meeting a year being held at the Dearness Home.

The Corporation of the City of London

Dearness Home

Orientation for the Committee of Management

07 February 2023

Dearness Home -- History

- ▶ **The Dr. John Dearness Home for Elder Citizens**
- ▶ Opened in June 1954 with 300 long term care beds and apartments for couples and singles
- ▶ Additions to facility – 1958-59 and 1970-71 increased to services for 480 residents
- ▶ In 2000, Council approved home redevelopment
- ▶ Reopened in July 2005
- ▶ Provides 243 long-term care beds:
 - Basic beds (shared room) - 108
 - Private beds - 135
- ▶ 342 employees

Purpose of Long Term Care Homes

- ▶ Intended for people with long-term functional or cognitive disabilities
- ▶ Integrates the functions of health services and accommodation
- ▶ 24 hour nursing care
- ▶ Provide meaningful quality of life for residents
- ▶ Support families through placement process and during stages of care

Governance and Accountability

- ▶ Long Term Care (LTC) is a Provincial government health responsibility
- ▶ Provincial legislation forms governance framework across the LTC sector which includes non-profit, for-profit and municipal service providers
- ▶ Legislation requires the City of London to operate a long term care home and mandates creation of Committee of Management
- ▶ Regulatory compliance is enforced by the Ministry of Long Term Care

Legislative Framework

- ▶ Under the Fixing *Long-Term Care Act*
 - A Municipality is required to establish and maintain at least one municipal long term care home (s. 122)
 - Municipal council is required to appoint a committee of management (COM) for the home, with members of council COM compliance oversight limited to LTC (s. 135)
 - Act also requires Administrator and Director of Care
 - The Act and regulations are very prescriptive – includes requirement for incident and compliance reporting by providers and compliance audits by the province

DH Committee of Management

The Committee of Management is established by By-law A.-6582-255 and has a Terms of Reference.

The COM is:

- ▶ a creature of statute, required under the *Fixing Long-Term Care Act, 2021*
- ▶ an oversight body to ensure the Corporation complies with the FLTCA
- ▶ only authorized to deal with matters that fall within the FLTCA
- ▶ separate and apart from Council
- ▶ subject to the open meeting requirements of the *Municipal Act, 2001*

Important note:

The ***Municipal Conflict of Interest Act*** applies to all COM members.

The ***Municipal Freedom of Information and Protection of Privacy Act*** applies to records of the Committee of Management

Committee of Management (COM)

Requirements under the FLTCA

▶ **Under Section 75**

- every member of the committee of management shall ensure that the corporation complies with all requirements of the FLTCA
- it is an offence for a member of the committee of management to fail to comply with section 75 (maximum fine amount is \$4000)

▶ **Under Section 3**

- Residents' Bill of Rights is set out in the Act. Every resident has the right to raise concerns or recommend changes in policies and services on behalf of themselves or others to a member of the Committee of Management (s. 3)

▶ **Under Section 28**

- there is a duty to report certain matters to the Ministry Director and a COM member is guilty of an offence if they fail to make a report required by s. 28
- a COM member is guilty of an offence if they
 - (a) coerce or intimidate a person not to make a report required by s. 28;
 - (b) discourage a person from making a report required by s. 28;
 - (c) authorize, permit or concur in a contravention of the duty to make a report required by s. 28.

▶ **Under Section 30**

- it is an offence for a COM member to do anything that discourage whistle-blowing

Funding

- ▶ Long term care homes are publicly funded with the cost shared with residents
- ▶ The province pays about two thirds of the total cost and the resident pays the remaining
- ▶ Residents who cannot afford the full cost of basic accommodation can apply to the Ministry of Health for a rate reduction based on income
- ▶ The City of London enhances the level of care through a financial contribution

Provincial Funding

Ministry of Health and LTC fund long term care homes through an 'envelope' structure including:

- ▶ Programming and support
- ▶ Accommodation subsidy
- ▶ Raw Food
- ▶ Nursing and personal care – this funding is adjusted annually based on the 'case mix' of the home - case mix index (CMI)

LTC Admission Process

- ▶ 15 LTC homes in London with total of **2,411** beds
- ▶ Dearness Home – 2nd largest home in city
- ▶ Applications for placement processed through Home and Community Care Support Services
- ▶ Home and Community Care Support Services determines eligibility & manages wait lists
- ▶ A person can apply to any home in the province
- ▶ **Dearness Home Waitlist - as per HCCSS (January 2023) is: Basic – 414 Private – 189 (70% higher than the waiting list numbers in December 2018)**

Accreditation

- ▶ A process that an institution, provider, or program undergoes to demonstrate compliance with standards developed by an official accrediting agency
- ▶ Additional funding provided to Long term care homes that are accredited
- ▶ **Dearness accredited by Commission on Accreditation of Rehabilitation Facilities (CARF) since 2016.**
- ▶ **The next Accreditation process to occur in mid-2026**

Resident and Family Engagement

- ▶ Resident Council
- ▶ Family Council
- ▶ Volunteer Program
- ▶ Auxiliary Committee
- ▶ Community supports

Age of Residents – Dearness Home

- ▶ The ages of residents within Dearness Home remained consistent over the last number of years
- ▶ However, resident care needs due to both physical and cognitive deficits, have increased significantly. Also, more residents are now admitted with mental health challenges

% of DH Residents	2015	2018	2023
% Younger than 65	12	6	11
% Between 65 and 89 yrs	64	66	64
% Over 90 yrs	24	28	25

Admissions, Discharges and Length of Stay – Dearness Home

	2013	2018	2022
New Admissions	69	64	82
Discharges due to death	61	56	73
Discharges due to other	3	4	3
Average length of stay (days)	1051	1202	1268

In recent years there has been around a 30% increase in annual resident admissions and discharges. This stems from a higher proportion of new admissions who are nearer the end of life. Those on our waiting list with the highest need are prioritized for admission by HCCSS.

Resident Acuity

- ▶ Acuity refers to the medical condition
- ▶ As acuity rises, more nursing care is needed
- ▶ Resident acuity can be measured by:
 - the extent of work required to maintain medical stability
 - assistance required in keeping a resident safe and comfortable

What Contributes to Increased Acuity Rate

- ▶ Diseases such as - emphysema/COPD, Heart Disease, Renal Failure, end stage disease
- ▶ Extensive physical care needs for assistance with the activities of daily living, caused by a multitude of age-related ailments
- ▶ Although there is an increase of residents with more complex behaviours related to dementia/cognitive impairment and mental health challenges, the Ministry does not weigh this heavily with CMI

Behaviour Supports

- ▶ Most of our residents have a cognitive impairment or a mental health issue
- ▶ Cognitive impairment can be due to acquired brain injuries, vascular dementias or Alzheimer's disease

Staff Knowledge

- ▶ Complexity of resident needs requires that all staff have a good understanding of key areas:
- ▶ Gentle Persuasion Approaches (GPA)
- ▶ Infection control practices
- ▶ Skin and Wound care
- ▶ Strategies around fall prevention
- ▶ Pain and symptom management



Ontario's Municipalities: **Proud Partners in Long Term Care**

November 2018



AdvantAge
Ontario

Advancing Senior Care

History of Municipal Role in Long Term Care^{1,2}

1868

Municipal Institutions Act

- > Counties with >20,000 people must provide Houses of Refuge for people who are homeless.

1947

Homes for the Aged Act

- > Houses of Refuge renamed Homes for the Aged and focus on seniors.
- > Province provides 25% of the cost of building new Homes for the Aged for seniors.

1949

Homes for the Aged and Rest Homes Act

- > All municipalities must establish a Home for the Aged.
- > New regulations ensure greater consistency in care.
- > Increase in provincial funding.

2007

Long-Term Care Homes Act

- > Every upper or single-tier southern municipality must maintain at least one municipal home.
- > Northern municipalities *may* operate a municipal home individually or jointly: territorial district homes in the north have a single management established by participating municipalities.

2017

Patients First Act

- > More emphasis on integration of services within geographic regions.

Ontario's municipalities are vital partners in the province's long term care system. Part of the not-for-profit sector, municipalities have been operating homes and providing care for seniors for more than 150 years.

Municipalities operate about 1 of every 6 long term care homes and are home to over 1 in 5 individuals receiving long term care in Ontario.

Municipal homes are unique in the long term care sector in that they are part of an integrated system of municipal services within their communities.

Planned, operated and partially funded by municipal governments, the homes tailor their services to meet local needs. Because they are such an integral part of their communities and connected with other services, they are often people's first choice for long term care. They have high satisfaction rates and quality outcomes.

The current mandate for the municipal delivery of long term care services is set out in the *Long-Term Care Homes Act, 2007*, which specifies that every upper or single-tier southern municipality is required to maintain at least one municipal home, individually or jointly, while northern municipalities may operate one individually or jointly. Several municipalities have chosen to operate more than one long term care home to meet their community's needs. In addition, territorial district homes in the north are to be operated by a single board of management jointly established by the participating municipalities.²

Homes

Long term care homes in Ontario

626

Ontario long term care homes operated by municipalities

101 (17%)



Beds³

Long term care beds in Ontario

78,760

Long term care beds operated by municipalities

16,281 (21%)



Municipal investment in long term care makes a difference

Ontario municipalities contribute around \$350 million a year to long term care services and even more to other services for seniors.

The willingness of municipalities to invest in long term care and be actively involved in operating homes makes a difference in seniors' lives, in the sector and in their communities. It means:

- > Care closer to home
- > Care for everyone
- > High quality care
- > Innovative and integrated care for seniors
- > Strong communities
- > A strong voice for seniors
- > Good jobs and economic benefits

Municipal supplements to provincial subsidies for long term care in 2016 (operating \$)⁴

\$350 million

Municipal investment in seniors' programs and health services, including seniors being served in the community, in 2017 (capital and operating \$)⁵

\$2.1 billion

Care Closer to Home

Ontarians expect their municipal governments to provide a range of services to meet citizens' needs from birth through old age. Municipal long term care homes are part of the fabric of local communities. They ensure that seniors who need more intense care have the opportunity to receive those services in the community and are able to stay close to family and friends. In many parts of the province – particularly smaller towns and rural areas – the municipality is the primary provider of long term care.

Municipal services are provided in the community, for the community, by the community.

Care for Everyone

Municipal homes open their doors to underserved populations, including those who are vulnerable and challenging to serve. For example, they offer behavioural support programs that help seniors with cognitive and behavioural issues. Municipal homes that have appropriate resources and services also accept seniors with addictions or mental health difficulties who may be turned away from other homes.

Because municipalities know their citizens' distinctive cultural and local needs, they are also able to tailor services — including long term care — to meet those needs. For example, homes in urban areas like Toronto provide culturally specific meal options and activities for seniors including translation and linguistic support. Activities for LGBTQ communities are also provided in some homes, and all residents are invited to participate. French language services are provided in areas such as Sturgeon Falls, which has a strong French community. Similarly, tailored programs may be provided in homes serving Indigenous communities.



High Quality Care

Municipal long term care homes are not-for-profit organizations, and according to rigorous systematic reviews of hundreds of research studies, not-for-profit homes offer, on average, better quality care than for-profit homes.^{6, 7, 8, 9}

Not-for-profit homes excel on a range of quality measures. They have, on average:

- > Higher hours of care
- > Higher staff-skill mix
- > Lower mortality rates
- > Lower staff turnover
- > Less use of restraints
- > Lower hospital admissions

The Ontario Ministry of Health and Long-Term Care (MOHLTC) has found that, compared to for-profit homes, municipal homes have significantly lower emergency department visits.¹⁰

Innovative and Integrated Care for Seniors

Municipalities are responsible for providing a wide range of programs and services in their communities, so they are often models of both innovative and integrated care. For example, they find ways to leverage those other services – including social, paramedic and transportation services – to meet the needs of people in their long term care homes.

Municipal services are essential to build age-friendly communities and contribute to the province's Aging in Place philosophy.

Municipal homes also have strong partnerships with other health care providers, community service agencies, schools and universities, places of worship, service clubs and other groups. Many of their services are not restricted to their residents: they are open to other seniors in the community.

Many homes have expanded their operations, partnering with other organizations to create “hubs” for seniors’ services. They offer a continuum of integrated services to local seniors on a campus of care that may include a variety of seniors’ housing options, community services, wellness programs, and Seniors’ Active Living Centres that are accessible to all seniors living in the community. Seniors living in these settings appreciate having access to all of the services they need in one place, allowing them to age in place.

With these age-friendly communities and integrated services, municipalities are at the forefront of providing innovative care to seniors when and where they need it.

Jean's Story

Municipal Homes Build Strong, Caring Communities

Jean's family has long enjoyed a close connection with Seven Oaks, a municipal long term care home in Scarborough with 249 residents.

Jean's mother, who passed away at age 105, lived at the home for seven years. Her cousin Beryl, who has Alzheimer's disease, lives at Seven Oaks. Beryl's husband Roy, who is frail and visually impaired, moved in just a few years ago.

Because Seven Oaks is a municipal home, it is larger than many other homes and able to offer a range of top notch programs, including music, physiotherapy and other services that keep residents engaged and active.

After seeing the care given to her family, Jean became a volunteer. She serves on the Seven Oaks family council and she enjoys getting to know everyone and providing support for staff, residents, and family members.

Seven Oaks, an integral part of Scarborough, understands the culturally diverse population that it serves. The home plans food and services to meet residents' needs. For example, the kitchen offers different cultural menus, all made with fresh, in-season fruits and vegetables. Staff recruit volunteers from different cultures and match them with residents who speak the same language. Each week, a different group holds its own services in the chapel. Seven Oaks strives to be inclusive: recently the home celebrated Gay Pride with a transgender entertainer, and all residents were invited to participate in the fun.

Jean and her family feel lucky to be a thriving part of the Seven Oaks community.



In 2016, municipal homes were supported by
712,736 volunteer hours
which is equal to
366 full-time positions⁴

A Strong Voice for Seniors

Municipal homes help give seniors a strong voice in shaping services in their communities and in the province.

The management board for municipal homes is made up of local elected officials (municipal councillors) and other municipal staff who are committed to ensuring that residents receive the highest quality care and that the home's services meet local needs. Municipal representatives also advocate for seniors at municipal council and at government tables. Additionally, as members of the Association of Municipalities of Ontario and AdvantAge Ontario, they add their voices to the advocacy work of these associations. These collective advocacy efforts ensure that, in any decisions that affect their well-being, the voices of seniors and their family members are heard.

For example, AdvantAge Ontario members representing municipal homes were consulted on and contributed to the development and roll-out of the province's Patients First initiative, the Long-Term Care Renewal Strategy, various e-health initiatives, and revisions to the L-SAA and M-SAA agreements.

Strong, Caring Communities

Municipal homes help build strong, caring communities. Many members of the community volunteer at municipal homes, providing assistance and companionship for seniors who may feel lonely and isolated. They augment the workforce by providing invaluable services that help to improve the quality of life for residents. Many volunteers are seniors themselves and the opportunity to volunteer gives them a sense of purpose. Intergenerational programs engage youth volunteers who support seniors and residents, which benefits both seniors and youth.

Good Jobs and Economic Benefits

Municipal homes contribute to local economies. In some communities, they are major employers. In Walkerton (population 5,000), Brucelea Haven Long Term Care Home is the largest employer, providing good jobs for over 200 people. The Region of Peel operates five long term care homes. Its long term care and seniors' services divisions employs 20% of the region's 6,000 municipal employees.

Municipal homes are often employers of choice in their communities.

Because municipal homes are fair workplaces that offer competitive wages and benefits and have appropriate staff-to-resident ratios, they are often an employer of choice. Their low turnover rates mean residents receive consistent care from the same providers. As the workforce is a reflection of the community, workers understand the specific needs and preferences of the seniors they serve and are able to tailor the services provided to individuals.

Municipal homes
that are members of
AdvantAge Ontario

87%



Randy's Story

Working in a Municipal Home

Randy is a personal support worker (PSW) at Wellington Terrace, a municipal long term care home in Fergus, which is home to 176 seniors.

At the age of 42, after working in factories for 19 years and caring for his father who was ill with cancer, Randy changed careers. He has been a PSW for six years, and he loves every minute of it.

Randy feels that Wellington Terrace has given a lot of thought into providing the best possible care. For example, residents enjoy a variety of recreation and entertainment activities tailored to personal needs and desires. Residents can go on trips and even go bike riding on the beautiful trails nearby. He has not seen the variety of amenities and programs available at Wellington Terrace at other homes where he has worked.

He says the people are very caring and thoughtful. He enjoys great relationships with all of his co-workers, regardless of their role. If he has questions, he can ask anyone for help, and he feels supported and rewarded for his work. The pay and benefits are better than in other homes where he has worked.

Growing up, Randy was always surrounded by seniors, and now he is happy to be helping them to live quality lives.



Meeting the Needs of Tomorrow's Seniors

Municipal homes are strong partners in caring for seniors today. What about tomorrow?

With the aging of the baby boomers, Ontario's population is getting older. The number of seniors is expected to double from 2.3 million (16.4% of the population) in 2016, to 4.6 million (25% of the population) by 2041.¹¹ In some smaller and more rural communities, the ratio will be even higher. In 2016, for the first time in history, Ontario had more seniors (16.7% of the population) than children under 15 (16.4%) – and that trend will continue. By 2041, 25.3% of Ontario will be over age 65.^{12, 13}

Tomorrow's seniors will be different from seniors today. They are expected to live longer and healthier lives, and need long term care at older ages. This means that residents in long term care homes will likely be quite old and frail, a trend we are already beginning to see. They will also be more culturally diverse as the people who immigrated to Canada from the 1940s on begin to age.¹⁴

How will communities respond to these challenges? Municipalities across Ontario are leaders and innovators in services for seniors. They recognize the vital role that seniors played in building their communities. As part of their commitment to healthy and age-friendly communities, municipalities have established programs and services that help their citizens thrive as they get older and age well. In the future, the long term care and broader seniors' sectors will continue to look to municipalities to be strong partners, providing a range of innovative, accessible services that will meet the needs of vulnerable seniors.

Seniors in Ontario¹¹

2016

2.3
Million

4.6
Million

2041

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AdvantAge Ontario is the trusted voice for senior care. We are community-based, not-for-profit organizations dedicated to supporting the best possible aging experience. We represent not-for profit, charitable, and municipal long term care homes, seniors' housing, and seniors' community services. The Association and our members have been advancing senior care since our foundation in 1919.

AdvantAge Ontario

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advantageontario.ca



AdvantAge
Ontario

Advancing Senior Care

Agenda Item # Page #

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TO:	CHAIR AND MEMBERS DEARNESS HOME COMMITTEE OF MANAGEMENT MEETING ON SEPTEMBER 9, 2013
FROM:	SANDRA DATARS BERE, MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME
SUBJECT:	REPORTING MECHANISMS FOR THE DEARNESS HOME COMMITTEE OF MANAGEMENT

RECOMMENDATION

That, on the recommendation of Managing Director, Housing, Social Services and Dearness Home, and with the concurrence of the City Manager (Licensee for Dearness Home) that Civic Administration **BE DIRECTED** to implement reporting mechanisms to the Dearness Home Committee of Management that are as set out in paragraphs numbered 1, 2 and 3 in this report.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

N/A

BACKGROUND

At the April 5, 2013 meeting of the Dearness Home Committee of Management, the Committee directed the development of recommended reporting mechanisms between the Committee and the Dearness Home Licensee. The purpose of this report is to provide the Committee of Management with an update on related activities, present proposed reporting mechanisms and gain Committee approval for the mechanisms and their formal implementation.

Development of Proposed Reporting Mechanisms

Under the Long Term Care Homes Act (LTCHA), the Corporation of the City of London is the Licensee for the Dearness Home and is required to ensure compliance with the Act. By by-law, City Council has delegated the powers and duties of the Licensee to the City Manager (but these duties are the joint responsibility of the City Manager and Corporation). The Committee of Management is a mandatory creature of statute, created under the LTCHA. The role of this oversight body is to ensure that the delivery of services at the Dearness Home complies with the Act. Given the legislative responsibilities maintained by both parties, it is essential to ensure that formal reporting mechanisms are developed and implemented between them.

At present, the City of London maintains a contractual relationship with Extendicare (Canada) Inc., to provide management consulting services and a qualified Administrator to supervise the operations at the Dearness Home. Under the direction of the City Manager (Licensee), the Managing Director of Housing, Social Services and Dearness Home acts as the conduit between Extendicare and the City, managing the consulting contract, overseeing the delivery of services and advising the Licensee of operational issues and/ or compliance concerns.

Over the last few months, the Managing Director has worked with the Administrator and other Extendicare representatives to develop recommended formal reporting mechanisms as follows:

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1. Reporting at Dearness Home Committee of Management Meetings

A schedule of meetings of the Committee of Management has been established. During these meetings, the Administrator will provide a formal report on the operations of the home, update on compliance and risk issues, staffing updates and other service related activities. These meetings and the reports presented at them will provide an opportunity for Committee members to obtain information, ask questions and seek clarity on any issues related to operation of the home and services to residents.

2. Reporting of Urgent/ Critical Issues:

A formal process exists within the home for the reporting of critical incidents to the Ministry of Health and Long Term Care (MOHLTC), as per ministry requirements. Civic Administration (Managing Director, Risk Management and Human Resources) are advised of all critical incidents and follow up on outstanding issues is managed with the Administrator.

Although significant and on-going efforts are made to reduce their occurrences, these incidents (which include resident falls and injuries, difficult resident interactions or other concerns) do occur and are managed through normal operations. However, incidents of a more serious nature (resident injury or death through concerning circumstances) and/ or that attract other stakeholder attention (Ministry, family, media) occur periodically and require additional and more urgent reporting process. In this event, the following formal reporting protocol is recommended to be implemented:

- Critical Incident will be completed and submitted as per MOHLTC requirements
- Concurrently, Administrator will contact Managing Director to provide advance notice of the incident, outlining the nature of the event, additional details, any outstanding issues/ concerns, action plan for issues management and media involvement (if any)
- Managing Director will contact City Manager (Licensee) and (on behalf of the Licensee) the Chair, Committee of Management to advise of incident and provide information related to status, management and communications.
- Chair will advise members of the Committee and other Council stakeholders as deemed appropriate.
- Administrator (with support of Managing Director) will contact city Communications, Risk Management and Security staff (as needed) to support incident management and issues resolution.
- Administrator will provide all necessary follow up to Managing Director which will be shared with Licensee and Chair

Over the last several months, activities consistent with this recommended reporting mechanism have been informally implemented and successfully managed.


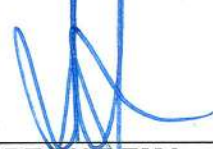
3. Other reporting

Periodically, there may be a need to share information on activities at Dearness Home (events, resident activities, social gatherings). The Administrator will use existing protocols (formal invitations, emails through Clerk's office/ Managing Director) to share this information.

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Recommendation:

The Managing Director, Housing, Social Services and Dearness Home, with the concurrence of the Licensee (City Manager), recommends that Civic Administration BE DIRECTED to implement reporting mechanisms to the Dearness Home Committee of Management that are as set out in paragraphs numbered 1, 2 and 3 in this report.

RECOMMENDED BY	REVIEWED AND CONCURRED BY:
 SANDRA DATARS BERE MANAGING DIRECTOR HOUSING, SOCIAL SERVICES & DEARNESS HOME	 ART ZUIDEMA CITY MANAGER

- cc.
- C. Sheppard, Administrator
 - T. Talabis, Regional Director, Extending Assist
 - C. Saunders, City Clerk
 - L. Marshall, Solicitor II, City of London
 - V. McAlea Major, Managing Director, Corporate Services and Chief Human Resources Officer